



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458 • Fax (916) 874-2939
www.saclafco.org

AGENDA

WEDNESDAY, MAY 3, 2023 AT 5:30 PM
700 H STREET, BOARD CHAMBERS
SACRAMENTO, CA 95814

COMMISSIONERS:

Chair: Iva Walton
Vice-Chair: Rich Desmond
Sue Frost
Gay Jones
Lindsey Liebig
Chris Little
Sean Loloe

ALTERNATE COMMISSIONERS:

Jay Vandenburg
Pat Hume
Pat Hume
Charlea Moore
Charlea Moore
Timothy Murphy
Katie Valenzuela

PUBLIC ACCESS AND PUBLIC COMMENT INSTRUCTIONS

PUBLIC COMMENT PROCEDURES

The Sacramento Local Agency Formation Commission fosters public engagement during the meeting and encourages public participation, civility and use of courteous language. The Commission does not condone the use of profanity, vulgar language, gestures or other inappropriate behavior including personal attacks or threats directed towards any meeting participant.

Seating is limited and available on a first-come, first-served basis.

Speaker time limits

In the interest of facilitating the conduct LAFCo's business, members of the public (speakers) who wish to address the Commission during the meeting will have specific time limits as enumerated below. Consent matters are acted upon as one unit, while Public Hearings and separate matters are acted upon individually. Matters not on the posted agenda will be discussed in accordance with the order of the agenda. Speakers should not expect Commissioners to comment on or respond to comments directly during the meeting. The Commission may request LAFCo staff to follow up with a speaker or provide additional information after the meeting or at a later date.

The Chair may increase or decrease the time allocation. Each speaker shall limit remarks to the specified time allotment as follows:

- Speakers will have 2-minutes total for a single and/or multiple consent item(s)
- Speakers will have 2-minutes total for each hearing item
- Speakers will have 2-minutes total for each separate item
- Speakers will have 2-minutes total for any matter not on the posted agenda

When the Chair opens public comment for an agenda/off agenda item, members of the public have the option of making a comment as follows:

In-Person public comment

Speakers will be required to complete and submit a speaker request form to Clerk staff. Each individual will be invited to the podium to make a comment.

Telephonic public comment

Dial (916) 875-2500 on the day of the meeting to make a comment. Follow the prompts for instructions and refer to the agenda and/or listen to the live meeting to determine when is the best time to call to be placed in queue for a specific agenda/off agenda item. Each caller will be transferred from the queue into the meeting to make a comment accordingly. Please be prepared for an extended waiting period.

Written public comment

Members of the public may send a written comment which is distributed to Commissioners and filed in the record. Contact information is optional and should include the meeting date and agenda/off agenda item number to be sent as follows:

- Send an email comment to CommissionClerk@SacLAFCo.org. Include meeting date and agenda item number or off-agenda item. Contact information is optional.
- Mail a comment to 1112 I Street, Suite 100, Sacramento, CA 95814. Include meeting date and agenda item number or off-agenda item.

VIEW MEETING

The meeting is videotaped and cablecast live on Metrocable 14 on the Comcast, Consolidated Communications and AT&T U-Verse Systems. It is closed captioned and webcast live at <http://metro14live.saccounty.gov>. There will be a rebroadcast of this meeting later in the week.

MEETING MATERIALS

Pursuant to Government Code Section 54957.5, LAFCo office at the agenda and associated materials are available for review online at <http://www.agendanet.saccounty.net/LAFCo> or at www.saclafco.org/Meetings. Some documents may not be posted on-line because of size or format (maps, site plans, renderings). Contact the LAFCo Office at **(916) 874-6458** or at CommissionClerk@saclafco.org to obtain copies of any documents not available online.

Public records related to a meeting agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at 1112 I Street, Suite 100 Sacramento, CA 95814 and will be made available to the public on the LAFCo website at www.saclafco.org.

AMERICANS WITH DISABILITIES ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, persons needing a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, may contact the Clerk of the Board's Office at (916) 874-5411 (voice) and CA Relay Services 711 or email BoardClerk@saccounty.gov at least 48 hours prior to the meeting.

CAMPAIGN CONTRIBUTIONS

State law requires that a participant in a Commission proceeding who has a financial interest in a decision and who has made a campaign contribution of more than \$250 to any Commissioner in the past year must disclose the contribution. Contributions are also regulated for a year following any Commission decision. Participants include the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the matter. Commissioners may be prohibited from participating in such proceedings. If you are affected, please notify the Commission staff before the hearing.

VOTING:

A quorum consists of four members of the Commission. No action or recommendation of the Commission is valid unless a majority (4 votes) of the entire membership of the Commission concurs therein.

***Please Note** – AGENDA is subject to change up to 72 hours prior to meeting

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG

II. ROLL CALL

III. PUBLIC FORUM/PUBLIC COMMENT

The public is encouraged to address the Commission concerning any matter not on the Agenda. Public comments are limited to three minutes. The Commission is prohibited from discussing or taking any action on any item not appearing on the posted Agenda

IV. CONSENT CALENDAR

1. Approve The Meeting Minutes For April 5, 2023
2. Receive Claims Dated Through April 18, 2023
3. Review Of Monthly Budget Report
4. Open The Public Comment Period On The Draft Municipal Service Review And Sphere Of Influence Update For Cordova Recreation And Park District (LAFCo Project #2022-06)
5. Review And Approve The Yearly Consulting Contracts

V. PUBLIC HEARING ITEMS

6. Public Hearing To Consider And Approve The Lakes At Antelope Annexation To Sacramento Suburban Water District

VI. BUSINESS ITEMS

7. Consider The Language Of A Policy Regarding The Determination Of Exemption Under Government Code 56133(e)

VII. QUESTIONS/ANNOUNCEMENTS

- Executive Officer/Commission Counsel
 - ASTRO
- Commission Chair/Commissioners

VIII. ADJOURN THE MEETING

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

SUMMARY OF RULES AND PROCEDURES

AGENDA ITEMS: The Commission may reschedule items on the agenda. The Commission will generally hear uncontested matters first, followed by discussions of contested matters, and staff announcements in that order. Anyone who wishes to address the Commission should obtain a form from either the Commission Clerk or from the table located near the entrance of the hearing chamber.

CONDUCT OF HEARINGS: A contested matter is usually heard as follows: (1) discussion of the staff report and the environmental document; (2) testimony of proponent; (3) testimony of opponent; (4) Public Testimony (5) rebuttal by proponent; (6) provision of additional clarification by staff as required; (7) close of the public hearing; (8) Commission discussion and Commission vote.

STAFF REPORTS: Staff Reports are available on line at www.SacLAFCo.org or upon request at **(916)874-6458**.



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MINUTES FOR THE MEETING OF Wednesday April 5, 2023

DATE: April 5, 2023

TO: Gay Jones, Chair, and
 Members of the Sacramento Local Agency Formation Commission

FROM: Diane Thorpe, Clerk of the Commission

Pursuant to AB 361, the Commission considered the status of the ongoing public emergency and facts related to health and safety of meeting attendees due to COVID-19 and considered further findings related to holding this Commission meeting by teleconference pursuant to the provisions of subdivision (e) of Government Code Section 54953.

The Sacramento Local Agency Formation Commission met remotely via teleconference on April 5, 2023, at 5:30 P.M. in compliance with directives of the County, State, and Centers for Disease Control and Prevention (CDC). This regular Commission meeting was live streamed from Sacramento, California.

Present

Commissioners:

Iva Walton (Chair)
 Sue Frost
 Gay Jones
 Lindsey Liebig
 Chris Little

Staff:

José Henríquez, Executive Officer
 Lorice Harrison, Clerk of the Commission
 DeeAnne Gillick, Commission Counsel

Absent:

Rich Desmond
 Sean Loloee

- I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG**
- II. ROLL CALL**
- III. PUBLIC FORUM/PUBLIC COMMENT**

The public is encouraged to address the Commission concerning any matter not on the Agenda. Public comments are limited to three minutes. The Commission is prohibited from discussing or taking any action on any item not appearing on the posted Agenda
 No public comments.

IV. CONSENT CALENDAR

Motion: Approved the Consent Calendar, Items 1 through 4, as recommended.
Moved: Commissioner Liebig
Second: Commissioner Jones
Ayes: Walton, Frost, Jones, Liebig, Little
Noes: 0
Absent: Desmond, Loloee
Abstain:
Recuse:
Passed: 5 - 0 - 2

1. Approve The Meeting Minutes For March 1, 2023
2. Receive Claims Dated Through March 8, 2023
3. Review Of Monthly Budget Report
4. Cancel The June 7, 2023 Regular Meeting

V. PUBLIC HEARING ITEMS

5. Public Hearing To Consider And Approve The Final Budget For Fiscal Year 2023-24

Motion: Opened and closed the public hearing, received the information and adopted the Fiscal Year 2023-24 Proposed Budget. Adopted Resolution No. LAFC 2023-05 approving the Final Budget for Fiscal Year 2023-24 which reflects the Commissions's priorities for the coming fiscal year; and directed staff to transmit the Final Budget to the funding agencies and others as specified in Government Code 56381.
Moved: Commissioner Frost
Second: Commissioner Liebig
Ayes: Walton, Frost, Jones, Liebig, Little
Noes: 0
Absent: Desmond, Loloee
Abstain:
Recuse:
Passed: 5 - 0 - 2

VI. BUSINESS ITEMS

6. Discussion On Government Code 56133(e) Exemption Authorization And Whether LAFCo Should Explore A Local Policy

Motion: Authorized staff to initiate a draft policy relating to the "exemption clause" in Government Code 56133(e).
Moved: Commissioner Jones
Second: Commissioner Little
Ayes: Walton, Frost, Jones, Liebig, Little
Noes: 0

Absent: Desmond, Loloee
Abstain:
Recuse:
Passed: 5 - 0 - 2

7. Confirmation Of Nominees To The Special District Advisory Committee

Motion: Approved the appointments of the nominees listed for Offices A and B of the Special District Advisory Committee.
Moved: Commissioner Liebig
Second: Commissioner Jones
Ayes: Walton, Frost, Jones, Liebig, Little
Noes: 0
Absent: Desmond, Loloee
Abstain:
Recuse:
Passed: 5 - 0 - 2

8. Creation Of An Ad Hoc Committee To Study The Need For An New Municipal Service Review Policy #7

Motion: Approved the creation of an Ad Hoc Committee to study the need for a new Municipal Service Review Policy #7.
Moved: Commissioner Little
Second: Commissioner Walton
Ayes: Walton, Frost, Jones, Liebig, Little
Noes: 0
Absent: Desmond, Loloee
Abstain:
Recuse:
Passed: 5 - 0 - 2

9. Announcement Of The Upcoming Special District Election For A New Term, 2023-27

Mr. Henriques reported on the upcoming Special District Election for a new term.

10. Discussion Of The LAFCo Projects Report

Presentation was made by Policy Analyst Desirae Fox on the Application Status Time Report and Overview document (ASTRO Sheet).

VII. QUESTIONS/ANNOUNCEMENTS

No announcements were made.

- Executive Officer/Commission Counsel
- Commission Chair/Commissioners

No comments were made.

VIII. ADJOURN THE MEETING

Adjourned at 6:27 p.m.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
CLAIMS*

<u>Date Submitted to Auditor</u>	<u>Vendor</u>	<u>Amount</u>
3/13/2023	South Fork	\$ 5,621.75
3/13/2023	Toshiba	\$ 366.62
3/20/2023	SDRMA	\$ 5,103.84
3/20/2023	Sloan Sakai Yeung & Wong	\$ 2,729.00
4/6/2023	José Henríquez	\$ 444.49
4/12/2023	Daily Journal	\$ 94.75
4/18/2023	José Henríquez	\$ 2,523.48
4/18/2023	Toshiba	\$ 368.27
TOTAL		<hr/> \$ 17,252.20

APPROVED: 4/18/2023



AGENDA OF MAY 3, 2023

REGULAR MEETING

TO: Iva Walton, Chair, and
Members of the Sacramento Local Agency Formation Commission

FROM: José C. Henríquez, Executive Officer

AGENDA Review of Monthly Budget Report
ITEM IV-3:

RECOMMENDATION

Staff recommends that the Commission receive and file the attached budget status reports.

REASON FOR RECOMMENDED ACTION AND BACKGROUND

The attached reports summarize the revenue, expenditures and trial balances from April 6, 2023 to current. Please note there are no significant variances in the report at this time.

Also attached to this report is the February 2022 staff memo that provided additional explanation on how to read these reports. One other item for clarity that was not covered in the February 2022 report is that the Commission stipends are paid out of the “Salaries and Employees” category of the budget and LAFCo staff salaries and benefits are paid out of the “Other Professional Services” (GL 20259100) line item. This arrangement is made that way because of the nature of LAFCo staff. Technically, your Executive Officer and Policy Analyst are County of Sacramento employees who are assigned to LAFCo. The County initially pays the Salaries & Benefits and LAFCo reimburses the County. Commissioners are not County employees, so it is LAFCo that pays the stipend directly and is responsible for issuing the W2s annually.

Attachments

Attachment A: Budget Status Report – March 2023

Attachment B: February 2022 Staff Memo

Library : ZSP County of Sacramento Reports
Report group: ZSCB Trial Balance Summary by BA
Report name : ZFP4816B Sum Trial Bal. by BA

Data selected by: 1041185
Data selected on: 04/06/2023 10:08:32

Fiscal year : 2023
Period : 9 March
Business Area: 067A LOCAL AGENCY FORMATI

Client: 020
Report: ZFP4816B

Business Area: 067A
Period: 9 (March

LOCAL AGENCY FORMAT
) Fiscal Year: 2023

Agenda Item IV-3
Attachment A
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: 2 / 2
: 1 / 1

Balance Sheet Item	Beginning Balance	Period Debits	Period Credits	Ending Balance
* Cash in Treasury	1,518,878.36		41,500.79-	1,477,377.57
* Imprest Cash				
* Accrued Interest Receivabl				
* Inventory				
* Due from Other Funds Year				
* Accounts Receivable Year E				
** Total Assets	1,518,878.36		41,500.79-	1,477,377.57
* Sales Tax Due				
* Warrants Payable	15,792.19-	39,284.10	27,710.84-	4,218.93-
* Deposit Stale Warrants	3,725.73-			3,725.73-
* Claims Payable		27,710.84	27,710.84-	
* Due to Others				
* Suspense Clearing				
* Payroll Clearing				
** Total Liabilities	19,517.92-	66,994.94	55,421.68-	7,944.66-
* Reserve Fund Balance	220,933.00-			220,933.00-
* Fund Balance	557,607.32-			557,607.32-
* Revenues and Other Financi	797,043.16-			797,043.16-
* Expenditures/Expenses	180,700.04	29,927.53		210,627.57
* Estimated Revenue	940,055.00			940,055.00
* Appropriations	1,044,532.00-			1,044,532.00-
* Start of System Clearing				
** Total Equity and Other Acc	1,499,360.44-	29,927.53		1,469,432.91-
*** Total Liabilities & Equity	1,518,878.36-	96,922.47	55,421.68-	1,477,377.57-

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Date: 04/06/2023
Time: 10:07:56
Period: 009
Year: 2023
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[illegible]

Page :

Vendor	Vendor Name		Doc.no.	Pstg date	Reference	Check	Fund Center	Trans. currency	Status
One Time Vendor		BA	Per						
Overall total								0.00 USD	**

Budget/Actuals/Encumb/Pending		Date: 04/06/2023	Page: 1 / 1
Fiscal Year	2023		
From period	1		
To period	9		
Fund/Group	067A	LOCAL AGENCY FORMATION COMMISSION	
Funds Center/Group	4544540	LAFCO DISTRICT	
Budget Version	0		

Agenda Item IV-3
Attachment A
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Commitment Item	Budget	Actual-GL	Actual-CO	Actual Total	Encumbrance	Pending	Available	%Consumed
10111000 REGULAR EMPLOYEE								
10112400 COMMITTEE MEMBER	8,000.00	1,400.00		1,400.00			6,600.00	17.50
10122000 OASDHI	1,000.00	107.10		107.10			892.90	10.71
* 10 - SALARIES AND EMPLOYEE	9,000.00	1,507.10		1,507.10			7,492.90	16.75
20200500 ADVERTISING	1,000.00	183.60		183.60			816.40	18.36
20202200 BOOKS/PER SUP	1,000.00	242.30		242.30			757.70	24.23
20202900 BUS/CONFERENCE E	10,000.00	4,285.86		4,285.86			5,714.14	42.86
20203500 ED/TRAINING SVC	1,000.00						1,000.00	
20203900 EMP TRANSPORTATI	440.00						440.00	
20205100 INS LIABILITY								
20205200 INS PREMIUM	9,000.00						9,000.00	
20206100 MEMBERSHIP DUES	25,000.00	12,921.00		12,921.00			12,079.00	51.68
20207600 OFFICE SUPPLIES	7,000.00	10,974.08		10,974.08			3,974.08-	156.77
20208100 POSTAL SVC	1,000.00	30.88		30.88			969.12	3.09
20222700 CELLPHONE/PAGER	900.00	284.38		284.38			615.62	31.60
20227500 RENT/LEASE EQ	10,000.00	3,073.06		3,073.06			6,926.94	30.73
20250500 ACCOUNTING SVC	10,000.00						10,000.00	
20253100 LEGAL SVC	112,000.00	23,229.50		23,229.50			88,770.50	20.74
20259100 OTHER PROF SVC	706,418.00	73,365.25		73,365.25			633,052.75	10.39
20271100 DTECH LABOR	8,000.00	20,311.50		20,311.50	6,320.50		18,632.00-	332.90
20271600 WAN Charges	6,000.00	4,111.00		4,111.00			1,889.00	68.52
20281000 CW IT SERVICES	1,000.00	923.00		923.00			77.00	92.30
20281101 DTECH FEE	500.00	270.85		270.85			229.15	54.17
20291000 CW IT SVCS - ACP								
20291100 DTECH LABOR - AC								
20291200 DTECH FEE - ACP								
20291600 WAN CHARGES - AC								
20292100 GS PRINTING SVC	500.00	122.12		122.12			377.88	24.42
20292300 MESSENGER SVCS -	4,000.00	3,271.52		3,271.52			728.48	81.79
20292600 GS STORE CHARGES	1,000.00						1,000.00	
20292800 GS EQUIP RENTAL	100.00						100.00	
20293400 PUBLIC WORKS SVS	1,000.00						1,000.00	
20294300 LEASE PROP - ACP	60,000.00	49,637.13		49,637.13			10,362.87	82.73
20296200 GS PARKING CHGS		14.00		14.00			14.00-	
20298700 TELECOMM - ACP	1,000.00						1,000.00	
20298701 TELE SVC CELL -	400.00						400.00	
20298702 CIRCUIT CHRGS -	300.00	241.65		241.65			58.35	80.55
20298703 LND LN CHARGES -	3,000.00	1,627.79		1,627.79			1,372.21	54.26
20299000 GS OTHER DEPT SV	600.00						600.00	
20299500 TRANS FUNDS	3,000.00						3,000.00	
* 20 - SERVICES AND SUPPLIES	985,158.00	209,120.47		209,120.47	6,320.50		769,717.03	21.87
79790100 CONTINGENCY APPR	50,374.00						50,374.00	
* 79 - Appropriation for Con	50,374.00						50,374.00	
** Expenditure accounts	1,044,532.00	210,627.57		210,627.57	6,320.50		827,583.93	20.77
94941000 INTEREST INCOME	5,000.00-	4,253.00-		4,253.00-			747.00-	85.06
94941100 CONTRIBUTIONS	740,055.00-						740,055.00-	
* 94 - REVENUE FROM USE OF M	745,055.00-	4,253.00-		4,253.00-			740,802.00-	0.57
97979000 MISC OTHER	195,000.00-	792,790.16-		792,790.16-			597,790.16	406.56
* 97 - MISCELLANEOUS REVENUE	195,000.00-	792,790.16-		792,790.16-			597,790.16	406.56
** REVENUE ACCOUNTS	940,055.00-	797,043.16-		797,043.16-			143,011.84-	84.79
*** Total	104,477.00	586,415.59-		586,415.59-	6,320.50		684,572.09	555.24-

Report: ZF_SL_SPEC_DIST
UserID: 1041185
System: PRD/020

Split Ledger Line Item Report
067A LOCAL AGENCY FORMATI
Period: 009 Fiscal Year: 2023

Date: 04/06/2023
10:06:22
1

Agenda Item IV-3
Attachment A
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Date	Year	Per	Document #	G/L	Acct	BA	Cost	Ctr	Amount	Text
03/01/2023	2023	009	2028865293	101500	067A				10,453.50-	
03/01/2023	2023	009	2028865294	101500	067A				645.00-	
03/10/2023	2023	009	2028881777	101500	067A				26.29-	
03/17/2023	2023	009	2028894903	101500	067A				10,287.50-	
03/20/2023	2023	009	2028896033	101500	067A				3,300.00-	
03/20/2023	2023	009	2028896125	101500	067A				366.62-	
03/20/2023	2023	009	2028896515	101500	067A				30.60-	
03/22/2023	2023	009	2028901570	101500	067A				5,621.75-	
03/23/2023	2023	009	2028904293	101500	067A				720.00-	
03/28/2023	2023	009	2028911375	101500	067A				5,103.84-	
03/30/2023	2023	009	2028915210	101500	067A				2,729.00-	
Total Account Number 101500 PAID WARRANTS RECONCILIATION (IN									39,284.10-	
03/01/2023	2023	009	110846753	109000	067A				560.00-	
03/01/2023	2023	009	110846754	109000	067A				622.00-	
03/21/2023	2023	009	110865423	109000	067A				26.57-	
03/21/2023	2023	009	110865430	109000	067A				207.92-	
03/29/2023	2023	009	110872672	109000	067A				14.00-	
03/30/2023	2023	009	110873700	109000	067A				355.60-	
03/17/2023	2023	009	400044498	109000	067A				430.60-	
Total Account Number 109000 CASH IN TREAS-SPL									2,216.69-	
03/01/2023	2023	009	2028865293	5100000	067A				10,453.50	
03/01/2023	2023	009	2028865294	5100000	067A				645.00	
03/07/2023	2023	009	2028871813	5100000	067A				10,287.50-	
03/09/2023	2023	009	2028878621	5100000	067A				30.60-	
03/10/2023	2023	009	2028881777	5100000	067A				26.29	
03/14/2023	2023	009	2028883996	5100000	067A				3,300.00-	
03/16/2023	2023	009	2028891653	5100000	067A				366.62-	
03/16/2023	2023	009	2028891746	5100000	067A				5,621.75-	
03/16/2023	2023	009	2028891870	5100000	067A				271.53-	
03/17/2023	2023	009	2028894903	5100000	067A				10,287.50	
03/20/2023	2023	009	2028896033	5100000	067A				3,300.00	
03/20/2023	2023	009	2028896125	5100000	067A				366.62	
03/20/2023	2023	009	2028896515	5100000	067A				30.60	
03/22/2023	2023	009	2028901570	5100000	067A				5,621.75	
03/23/2023	2023	009	2028902040	5100000	067A				2,729.00-	
03/23/2023	2023	009	2028902180	5100000	067A				5,103.84-	
03/23/2023	2023	009	2028904293	5100000	067A				720.00	
03/28/2023	2023	009	2028911375	5100000	067A				5,103.84	
03/30/2023	2023	009	2028915210	5100000	067A				2,729.00	
Total Account Number 5100000 WARRANTS PAYABLE									11,573.26	
03/06/2023	2023	009	1906959319	5150000	067A				10,287.50-	*ATTACH LAFCO 916.874.6458
03/08/2023	2023	009	1906960597	5150000	067A				30.60-	*ATTCH LAFCO 916.874.6458, 27296554831121
03/10/2023	2023	009	1906962466	5150000	067A				3,300.00-	*LAFCO 916.874.6458, LAFCO INVOICES
03/14/2023	2023	009	1906964605	5150000	067A				240.65-	*ATTACH LAFCO 916.874.6458 COMMISSION MEETING
03/14/2023	2023	009	1906964610	5150000	067A				30.88-	*ATTACH LAFCO 916.874.6458 USPS MAILING
03/14/2023	2023	009	1906964614	5150000	067A				5,621.75-	*ATTACH LAFCO 916.874.6458, SACLAF, 1/12/2023
03/14/2023	2023	009	1906964616	5150000	067A				366.62-	*ATTACH LAFCO 916.874.6458,
03/21/2023	2023	009	1906969969	5150000	067A				2,729.00-	* LAFCO 916.874.6458, 2954/002
03/21/2023	2023	009	1906969972	5150000	067A				5,103.84-	* ATTCH LAFCO 9168746458, APRIL 2023 OFFICE LEASE
03/07/2023	2023	009	2028871813	5150000	067A				10,287.50	
03/09/2023	2023	009	2028878621	5150000	067A				30.60	
03/14/2023	2023	009	2028883996	5150000	067A				3,300.00	
03/16/2023	2023	009	2028891653	5150000	067A				366.62	

Split Ledger Line Item Report
067A LOCAL AGENCY FORMAT
Period: 009 Fiscal Year: 2023

Agenda Item IV-3
Attachment A
Page 7 of 9

Date	Year	Per	Document #	G/L Acct	BA	Cost Ctr	Amount	Text	Page 7 of 9
03/16/2023	2023	009	2028891746	5150000	067A		5,621.75		
03/16/2023	2023	009	2028891870	5150000	067A		271.53		
03/23/2023	2023	009	2028902040	5150000	067A		2,729.00		
03/23/2023	2023	009	2028902180	5150000	067A		5,103.84		
Total Account Number 5150000 CLAIMS PAYABLE							0.00		
03/17/2023	2023	009	400044498	10112400	067A	4544540000	400.00		
Total Account Number 10112400 SALARIES & WAGES - COMMISSION &							400.00		
03/17/2023	2023	009	400044498	10122000	067A	4544540000	30.60		
Total Account Number 10122000 OASDHI - EMPLOYER COST							30.60		
03/08/2023	2023	009	1906960597	20207600	067A	4544540000	30.60	OFFICE SUPPLIES	
03/14/2023	2023	009	1906964605	20207600	067A	4544540000	240.65	OFFICE SUPPLIES	
Total Account Number 20207600 OFFICE SUPPLIES							271.25		
03/14/2023	2023	009	1906964610	20208100	067A	4544540000	11.28	POSTAL SERVICES	
03/14/2023	2023	009	1906964610	20208100	067A	4544540000	19.60	POSTAL SERVICES	
Total Account Number 20208100 POSTAL SERVICES							30.88		
03/21/2023	2023	009	110865423	20222700	067A	4544540000	26.57	March 2023 Cell Phone Charges	
Total Account Number 20222700 CELLPHONE/PAGER							26.57		
03/14/2023	2023	009	1906964616	20227500	067A	4544540000	366.62	RENT/LEASE EQUIPMENT	
Total Account Number 20227500 RENT/LEASES EQUIPMENT							366.62		
03/21/2023	2023	009	1906969969	20253100	067A	4544540000	2,729.00	LEGAL SERVICES	
Total Account Number 20253100 LEGAL SERVICES							2,729.00		
03/06/2023	2023	009	1906959319	20259100	067A	4544540000	10,287.50	OTHER PROF. SERVICES	
03/10/2023	2023	009	1906962466	20259100	067A	4544540000	3,300.00	OTHER PROF. SERVICES	
03/14/2023	2023	009	1906964614	20259100	067A	4544540000	5,621.75	OTHER PROF. SERVICES	
Total Account Number 20259100 OTHER PROFESSIONAL SERVICES							19,209.25		
03/01/2023	2023	009	110846754	20271100	067A	4544540000	622.00	Sharepoint Allocation 3/2023	
Total Account Number 20271100 DTECH LABOR							622.00		
03/01/2023	2023	009	110846753	20271600	067A	4544540000	80.00	Cyber Security Allocation 3/2023	
03/01/2023	2023	009	110846753	20271600	067A	4544540000	377.00	WAN Allocation 3/2023	
Total Account Number 20271600 WAN Charges							457.00		
03/01/2023	2023	009	110846753	20281000	067A	4544540000	103.00	Countywide Allocation 3/2023	
Total Account Number 20281000 COUNTYWIDE IT SERVICES							103.00		
03/30/2023	2023	009	110873700	20292300	067A	4544540000	355.60	Per. 9 - Messenger Services	
Total Account Number 20292300 MESSENGER SERVICES - ALLOCATED C							355.60		

Date	Year	Per	Document #	G/L	Acct	BA	Cost	Ctr	Amount	Text
03/21/2023	2023	009	1906969972	20294300	067A	4544540000			5,103.84	LEASED PROPERTY
Total Account Number 20294300									LEASE PROPERTY - ALLOCATED COST	5,103.84
03/29/2023	2023	009	110872672	20296200	067A	4544540000			14.00	QR BILLING MAR-2023 LAFCO
Total Account Number 20296200									GS PARKING CHARGES	14.00
03/21/2023	2023	009	110865430	20298702	067A	4544540000			27.11	March 2023 Circuit Charges
Total Account Number 20298702									CIRCUIT CHARGES - ALLOCATED COST	27.11
03/21/2023	2023	009	110865430	20298703	067A	4544540000			180.81	March 2023 Land Line Charges
Total Account Number 20298703									LAND LINE CHARGES - ALLOCATED CO	180.81

Report: ZF_SL_SPEC_DIST
UserID: 1041185
System: PRD/020

Split Ledger Line Item Report
067A LOCAL AGENCY FORMATI
Period: 009 Fiscal Year: 2023

Date	Year	Per	Document #	G/L	Acct	BA	Cost	Ctr	Amount	Text
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Fields of selection screen	
Fiscal Year	<input checked="" type="checkbox"/> 2023
Business Area	<input checked="" type="checkbox"/> 067A
G/L Account	<input type="checkbox"/>
Period	<input checked="" type="checkbox"/> 009
Sort and Print By G/L	<input checked="" type="checkbox"/> X



SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
1112 I Street, Suite 100 • Sacramento, CA 95814 • (916) 874-6458
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AGENDA OF FEBRUARY 2, 2022

REGULAR MEETING

**TO: Gay Jones, Chair, and
Members of the Sacramento Local Agency Formation Commission**

**FROM: José C. Henríquez, Executive Officer and
Diane Thorpe, Clerk of the Commission**

**AGENDA
ITEM IV-5: Review of Monthly Budget Report**

RECOMMENDATION

Staff recommends that the Commission:

1. Receive and file the attached budget status reports; and
2. Review the enclosed explanation on the types of charges that typically are billed in the budget.

REASON FOR RECOMMENDED ACTION

The attached reports summarize the revenue, expenditures and trial balances from December 1, 2021 to current. The Commission reviews these reports at every meeting. LAFCo uses the County for accounts payable services, but the COMPASS system reports are not the most user friendly. The information contained in this memo should help the Commission understand these reports a little better so that it can monitor the agency's expenses more effectively.

BACKGROUND

As the governing board to LAFCo, the Commission has a fiduciary duty to the public to ensure that the agency is in a sound financial state and that the public's money is spent in a manner consistent with LAFCo's mission. At every meeting staff provides the Commission with two separate reports that affect the agency's finances. The first is a list of claims processed by LAFCo (for example, Item IV-4 of the February Agenda) and the amounts paid out.

The second is a monthly budget report, enclosed with this report. As noted above, LAFCo uses the County of Sacramento for its account payable services and the County uses the

COMPASS system to process claims. The attached pages from the COMPASS system are actually four separate reports received by LAFCo's staff. While staff is exploring ways to make the budget report more user friendly (without manually replicating the report), the goal of this staff memo is to provide some context and explanation to assist the Commission and the public with reading these reports.

The Yellow Report

LAFCo's account number
in COMPASS (067A)

Period within fiscal year. Here it
denotes period 5 of 12, reflecting
activity in November

Client: 020 Report: ZFP4816B		Business Area: 067A	LOCAL AGENCY FORMAT Period: 5 (November) Fiscal Year: 2022	
Balance Sheet Item	Beginning Balance	Period Debits	Period Credits	Ending Balance
* Cash in Treasury	1,186,874.47	8,896.00	20,647.04-	1,175,123.43
* Imprest Cash				
* Accrued Interest Receivabl				
* Inventory				
* Due from Other Funds Year				
* Accounts Receivable Year E				
** Total Assets	1,186,874.47	8,896.00	20,647.04-	1,175,123.43
* Sales Tax Due				
* Warrants Payable	3,095.84-	18,989.40	34,811.09-	18,917.53-
* Deposit Stale Warrants	3,725.73-			3,725.73-
* Claims Payable	15,067.21-	34,811.09	20,844.24-	1,100.36-
* Due to Others				
* PAYROLL TAXES N BENEFITS				
* Suspense Clearing				
* Payroll Clearing				
** Total Liabilities	21,888.78-	53,800.49	55,655.33-	23,743.62-
* Reserve Fund Balance	220,933.00-			220,933.00-
* Fund Balance	397,522.15-			397,522.15-
* Revenues and Other Financi	561,484.00-		8,896.00-	570,380.00-
* Expenditures/Expenses	102,081.46	22,501.88		124,583.34
* Estimated Revenue	926,000.00			926,000.00
* Appropriations	1,013,128.00-			1,013,128.00-
* Start of System Clearing				
** Total Equity and Other Acc	1,164,985.69-	22,501.88	8,896.00-	1,151,379.81-
*** Total Liabilities & Equity	1,186,874.47-	76,302.37	64,551.33-	1,175,123.43-

This report aggregates activity (deposits and withdrawals) at the summary level for LAFCo. The usefulness of the Yellow Report are the last two rows, denoting equity and liabilities. These two numbers should be roughly in balance.

The Vendor Payment Activity Report

Vendor Activity by Business Area Business Area: 067A									
Date: 12/03/2021 Time: 09:59:09 Period: 005 Year: 2022									
Vendor	Vendor Name	BA	Per	Doc.no.	Pstg date	Reference	Check	Fund Center	Trans. currency
One Time Vendor									Status
1630	DAILY JOURNAL CORP	067A	005	2028115788	11/02/2021		1103509449		111.15 USD closed
1630	DAILY JOURNAL CORP	067A	005	1906688711	11/29/2021	A3528747		4544540	26.95- USD closed
1630	DAILY JOURNAL CORP	067A	005	2028157651	11/30/2021		1103518369		26.95 USD closed

This report lists the number of claims processed and paid *by the County*. The process is that LAFCo receives a claim. It is processed by LAFCo (reviewed and approved by the EO, entered into a claim form by the Clerk) and submitted to the County for payment. The County then enters the claim into COMPASS, processes the payment and mails out

a check or submits the payment electronically. Ideally, the payments shown in this report matches the list provided to you in the list of claims submitted for your review. Unfortunately this report and the list of claims may not always match because sometimes there is a lag in posting the payment, a claim is lost or not processed by the County due to deadlines.

Please note that some activities may have two line items. In the example above, The Daily Journal has two transactions. The first document (1906688711) was the original invoice where the expenditure for GL 20200500 (advertising) hit. The second document (2028157651) was created in COMPASS when the check was issued to the Daily Recorder to pay for the services they provided to LAFCO.

The Budget Actuals Report

Budget period within fiscal year

Budget allocation per your FY2021-22 budget

Expenses (or deposits) to date

Amount over (-) or under (+) budget

Budget/Actuals/Encumb/Pending		Date: 12/03/2021	Page: 1 / 1
Fiscal Year	2022		
From period	1		
To period	5		
Fund/Group	067A	LOCAL AGENCY FORMATION COMMISSION	
Funds Center/Group	4544540	LAFCO DISTRICT	
Budget Version	0		

Commitment Item	Budget	Actual-GL	Actual-CO	Actual Total	Encumbrance	Pending	Available	%Consumed
10111000 REGULAR EMPLOYEE	9,000.00	-640.00		-640.00			9,000.00	
10112400 COMMITTEE MEMBER		-48.96		-48.96			640.00	
10122000 OASDHI							48.96	
* 10 - SALARIES AND EMPLOYEE	9,000.00	-688.96		-688.96			9,688.96	-7.66
20200500 ADVERTISING	5,875.00	173.35		173.35			5,701.65	2.95
20202200 BOOKS/PER SUP	2,888.00	202.03		202.03			2,685.97	7.00
20202900 BUS/CONFERENCE R	16,940.00	2,116.00		2,116.00			14,824.00	12.49
20203500 ED/TRAINING SVC	4,851.00						4,851.00	

Percentage of budget used

This may end up being the most useful report for monitoring the overall spending activity relative to the budget. This report breaks down activity by "general ledger" (GL) amounts. The green/teal column (titled, "Commitment Item") has the GL number and description of expenses under that GL. The "Budget" column contains your allocation per year, in this case, FY2021-22 budget. The "Actual GL" (or "Actual Total") column contains the activity from July 1 to the date of this report. Subtract the "Actual" column from "Budget" column and you get the amounts in the "Available" column. This "Available" column will tell you whether LAFCo is under or over budget for this GL in the budget. Lastly, the "% Consumed" column indicates the percent of the GL that has been used up as of the date of the report. For example, only 2.95% of the "Advertising" budget had been consumed at the time this report was generated.

For further clarity, it is recommended that Commissioners couple this report with Attachment C, which contains a listing of vendors who have been paid out of each GL. Attachment C is not an exhaustive list, but it is illustrative of the type of vendors who get paid out of each GL.

The Split Ledger Line Item Report

Report: ZF_SL_SPEC_DIST				Split Ledger Line Item Report				Date: 12/03/2021	
UserID: 1041185				067A LOCAL AGENCY FORMAT				Time: 09:58:50	
System: PRD/020				Period: 005 Fiscal Year: 2022				Page: 3	
Date	Year	Per	Document #	G/L Acct	BA	Cost Ctr	Amount	Text	
11/09/2021	2022	005	110467274	20271600	067A	4544540000	454.00	WAN Allocation 11/2021	
Total Account Number 20271600				WAN Charges			554.00		
11/08/2021	2022	005	110466327	20281000	067A	4544540000	134.00	Countywide Allocation 11/2021	
Total Account Number 20281000				COUNTYWIDE IT SERVICES			134.00		

The Split Ledger Report shows the activities of each account within the budget period. This report provides the detail transactions for each account. For example, in Period 5, GL account 5100000 Warrant Payable has a total amount of \$15,821.69. This report informs you of the detailed transactions that made up that total amount in Period 5.

There is one more thing that the Split Ledger Line Item Reports shows. A “split” on a general ledger means that more than one account on either the debit or credit side of a transaction has been impacted by a payment or deposit. There are some charges the County of Sacramento bills directly against the agency without submitting a claim to LAFCo. These are charges the County makes as a whole and then proportionally splits it among the agencies that receive such services. An example would be “SharePoint” charges. SharePoint is an online storage service that is available to agencies and employees. The County contracts for those services and then bill the member agencies for the amount of storage that they use on the cloud. Because there is no claim associated with it, you will not see these in the list of claims. This report will allow the Commission to track those expenses. Other examples of split claims include employee payroll, IT labor charges and leased IT equipment. These charges are automatically deducted from LAFCo’s account.

Attachments

Attachment A: Budget Status Report – December 2021 (not included)

Attachment B: Budget Status Report – January 2022 (not included)

Attachment C: List of Vendors Associated with General Ledger Line Items (not included)



AGENDA OF MAY 3, 2023

REGULAR MEETING

TO: Iva Walton, Chair, and
Members of the Sacramento Local Agency Formation Commission

FROM: José C. Henríquez, Executive Officer

AGENDA ITEM IV-4: Open the Public Comment Period for the Draft Municipal Service Review and Sphere of Influence Study for Cordova Recreation and Park District (LAFCO Project #2022-01)

RECOMMENDATION

Staff recommends that the Commission:

1. Open the Public Hearing to receive comments on the Draft Cordova Recreation & Park District Municipal Service Review; and
2. Continue the Public Hearing until the August 2, 2023 meeting to allow sufficient time and opportunity for the public and the Cordova Recreation & Park District Board of Directors to review and comment on the study. Staff will return this item in December for final action and adoption.

REASON FOR RECOMMENDED ACTION

The Cordova Recreation & Park District (CRPD) Municipal Service Review (MSR) and Sphere of Influence Update provides a current snapshot of service delivery for the District, and also identifies areas of potential growth for future extension of services, as well as areas of potential reduction for lack of services, where appropriate.

BACKGROUND

The Cortese-Knox-Hertzberg Local Government Reorganization Act directs Local Agency Formation Commissions (LAFCOs) to regularly prepare municipal service reviews (MSRs) in conjunction with establishing and updating each local agency's sphere of influence (SOI) (as per Government Code §56425(g) and §56430). The legislative intent of MSRs is to proactively assess the availability, capacity, and efficiency of local governmental services prior to making SOI determinations. MSRs may also lead LAFCOs to take other actions under their authority, such as forming, consolidating, or dissolving one or more local agencies in addition to any related sphere changes.

The Cordova Recreation and Park District (CRPD) was established in 1958 and serves the unincorporated communities of Gold River, Larchmont, Mather, Riviera East, Rosemont and the City of Rancho Cordova. Its active powers are the creation and maintenance of parks and open

space and provision of recreation services. It currently does not have any latent powers. CRPD manages approximately 630 acres of parkland spread over a 75 square mile area. The District is located in the East Central portion of Sacramento County, south of the American River, and bisected by Highway 50.

Municipal Service Review Determinations

The MSR provides analysis for the statutory criteria set forth within the CKH Act, as well as additional locally adopted requirements. These criteria are listed as follows:

- Growth and Population Projections
- Disadvantaged Unincorporated Communities
- Present and Planned Capacity of Public Facilities and Adequacy of Public Services, Including Infrastructure Needs or Deficiencies
- Financial Ability to Provide Services
- Status of, and Opportunities for, Shared Facilities
- Accountability for Community Service Needs, Including Governmental Structure and Operational Efficiencies

Throughout the analysis portions of the report, LAFCO's consultant, South Fork Consulting's Amanda Ross, did not identify any substantial areas for improvement or current issues faced by the District that needed to be addressed or resolved as a part of this Municipal Service Review. Overall, the MSR found that CRPD provides sufficient services within its boundaries, consistent with the residents' expectations, and as identified by the Board of Directors.

(1) Growth and population projections

- a) The District estimates it currently serves a population of 128,000 in 2021. Population projections for the District were analyzed under a slower growth scenario that mirrors projected growth for the County of Sacramento, and a faster growth scenario following historic growth trends for the District. Under the slow growth scenario, the District will have a population of 147,613 by 2040. Under the fast growth scenario, the District will have a population of 170,021 by 2040.

(2) Government structure and accountability

- a) CRPD provides adequate public notice in relation to District meetings and is in compliance with the Brown Act. The District also provides transparency through an online presence offering ease of accessibility to information and services to the public and customers. The District has a robust community outreach program and solicits feedback from residents on future park design and recreational opportunities. Members of the public have partnered with the District on grant opportunities for park improvements. The District has received numerous awards spanning the last eight years for high quality services, facilities, and outstanding staff.

(3) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence

- a) Within the boundaries of CRPD are located 10 Census Tracts that meets the disadvantaged unincorporated communities (DUC) threshold. Only three of these census tracts are located within the unincorporated areas of Sacramento County.
- b) Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.
- c) The Salmon Falls neighborhood park is located within DUC Census Tract 91.05 and provides only 1.54 acres of parks per 1,000 people. This is less than the District goal of 5 acres of parks per 1,000 people.

(4) Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies

- a) The District currently has many plans and programs to address existing infrastructure needs and the needs of future development. In addition, the District is currently in the process of developing a Parks, Facilities, and Recreation Optimized Plan (or Optimized Plan) to provide guidance for the District-wide provision of park and recreation facilities for 10+ years.
- b) The District manages 43 parks, 10 community parks and 33 neighborhood parks totaling 372 acres throughout the District. In addition, the District manages approximately 218 acres of recreational land in trail corridor parcels, a golf course and a former shooting center currently being reimagined for recreation use. The District has a total of 590 acres of recreational land in its inventory. The District also owns and maintains approximately 40 acres of landscape corridor parcels that are not included in the recreational land acreage.
- c) It is anticipated that Quimby parkland dedications for known development projects will add approximately 760 acres of new parkland to CRPD at full buildout. With an anticipated population of 280,000 and a total of 1,352 acres at buildout, this equates to 4.8 acres per 1,000 residents, approximately 0.2 acre less than the District's service capacity goal.

(5) Financial ability to provide services

- a) CRPD has adequate financing mechanisms in place to ensure provision of parks and recreation facilities and services within its current service area. The District utilizes multiple sources of revenue including property taxes, special assessments, charges for services, developer fees, recreation and programming fees, rentals, and grants.
- b) CRPD has an approved Capital Improvement Plan for 2019-2024 and it has been working consistently to implement the Plan.

(6) Status of and, opportunities for, shared facilities

- a) The District utilizes Joint Use Agreements (JUAs) and Memoranda of Understanding (MOUs) with three of the four school districts located within the District boundary to allow for sharing of parks and recreation facilities between the District and the different school districts.

- b) The District also has MOUs with non-profit sports organizations to better manage facility use and recover costs associated with usage of the facilities.

Sphere of Influence Recommendations

The MSR also includes a review of the existing SOI for the District to determine if changes should be made. Written determinations are included within the MSR consistent with the requirements of CKH that address the following:

- Present and Planned Land Uses in the Area, including Agricultural and Open-Space Lands
- Present and Probable Need for Public Facilities and Services
- Present Capacity of Public Facilities and Adequacy of Public Services
- Existence of Any Social or Economic Communities of Interest
- The Presence and Probable Need for Public Facilities and Services of Any Disadvantaged Unincorporated Communities

(1) Present and planned land uses in the area

- a) Present land uses within CRPD include residential, commercial, industrial, institutional, and open space. Planned land uses are defined by the City of Rancho Cordova in the incorporated parts of the service area and by the County's general plan land use designations in the unincorporated areas. CRPD does not extend services outside its boundaries.

(2) Present and probable need for public facilities and services

- a) The District manages 43 parks (10 community parks and 33 neighborhood parks) totaling 372 acres throughout the District and 218 acres of other recreation lands including trail corridors, a golf course and a 73-acre parcel in redevelopment planning.
- b) The District anticipates a total population of 280,000 at buildout of the undeveloped areas of the District. This projection does not include in-fill development and/or the unplanned Aerojet property located in the upper east quadrant of CRPD.
- c) New development within the District is required to provide land or in lieu fees for park and recreation purposes.
- d) Quimby parkland dedications for known new development projects will add approximately 760 acres of new parkland to the District, bringing the total parkland to approximately 1,350 acres.

(3) Present capacity of public facilities and adequacy of public services

- a) The District's existing service capacity is 5 acres per 1,000 residents. CRPD utilizes benchmark local and regional park districts to measure the recreation services the District provides, the facilities offered, amenities, and fees associated with programming.
- b) The District currently provides 4.6 acres of parkland per 1,000 residents, less than the District's goal of 5 acres of parkland per 1,000 residents.

- c) The District provides a higher number of facilities compared to national agencies, suggesting that the District is providing a higher level of service than comparable agencies in regard to outdoor parks and recreation facilities.

(4) Existence of any social or economic communities of interest

- a) The District is located within the unincorporated areas of Sacramento County and encompasses the entirety of the City of Rancho Cordova.
- b) Mather Airfield was identified by the County as an area of economic interest.

(5) Present and probable need for public facilities and services of any disadvantaged unincorporated community

- a) There are Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the CRPD boundary and sphere of influence, including three census tracts.
- b) Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.

Staff Outreach and Public Comment Period

LAFCo's consultant reached out to CRPD staff for information about District operations and financial documents. CRPD's General Manager and staff reviewed an administrative draft of the report and provided comments to the consultant. Those comments were incorporated into the report as appropriate.

The CRPD Board, affected landowners, and the general public will have until the end of the public comment period, until July 7, 2023, to submit comments for the Final MSR and SOI Update.

Attachments:

Attachment A: Draft Cordova Recreation & Park District Municipal Service Review (LAFCo Project #2022-01)



Municipal Service Review & Sphere of Influence Update

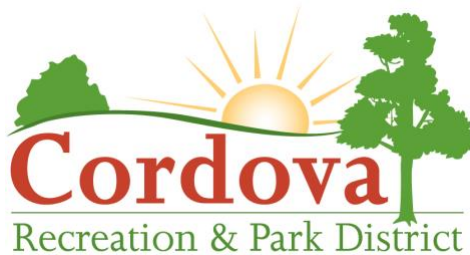
Public Review Draft
May 3rd, 2023

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PUBLIC REVIEW DRAFT

Municipal Service Review & Sphere of Influence Update

Cordova Recreation and Park District



May 3rd, 2023

Prepared for:



1112 I Street, Suite 100
Sacramento, CA 95814
www.saclafco.saccounty.gov

Consultant:



P.O. Box 850
Folsom, CA 95673
www.southforkconsulting.com

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Acronyms and Abbreviations

AB	Assembly Bill
ACS	American Community Survey
AED	Automated External Defibrillator
BRG	Browning Reserve Group
CalPERS	California Public Employees Retirement System
CCD	Census County Division
CDC	Centers for Disease Control and Prevention
CEQA	California Environmental Quality Act
CFD	Community Facilities District
CIP	Capital Improvement Plan
CKH Act	Cortese-Knox-Hertzberg Reorganization Act of 2000
COVID-19	Coronavirus Pandemic
CPR	Cardiopulmonary Resuscitation
CRPD	Cordova Recreation and Park District
CUPCCAA	California Uniform Public Construction Cost Accounting Act
DIFs	Development Impact Fees
DOF	Department of Finance
DUC	Disadvantaged Unincorporated Community
DWR	California Department of Water Resources
FCUSD	Folsom Cordova Unified School District
FFA	Future Farmers of America
FMMP	California Farmland Mapping and Monitoring Program
FPPC	Fair Political Practices Commission
FY	Fiscal Year
GAAP	Generally Accepted Accounting Principles
GASB	Government Accounting Standards Board

GC	Government Code
GCC	Government Compensation in California
GIS	Geographic Information System
GM	General Manager
JUA	Joint Use Agreement
LAFCO	Local Agency Formation Commission
LLD	Landscape and Lighting District
MHI	Median household income
MOU	Memorandum of Understanding
MSR	Municipal Service Review
NOSAC	Neil Orchard Senior Activities Center
NRPA	National Recreation and Park Association
OPEB	Other Post Employment Benefit
OPR	Governor’s Office of Planning and Research
PAL	Prime Agricultural Land
PGA	Professional Golfers' Association
PMRID	Park Maintenance and Recreation Improvement District
SACOG	Sacramento Agency Council of Governments
Sac Metro Fire	Sacramento Metropolitan Fire District
SB	Senate Bill
SCUSD	Sacramento City Unified School District
SJUSD	San Juan Unified School District
SOI	Sphere of Influence
SPA	Special Planning Area
STEAM	Science, Technology, Engineering, Art, and Math
UAL	Unfunded Accrued Liability
USDA	United States Department of Agriculture

Chapter 1. Executive Summary

This chapter summarizes the formation, boundary, government structure, population and land use, disadvantaged communities, finances, and the provision of parks and recreation facilities and services provided by the Cordova Recreation and Park District (CRPD or the District) as well as the Municipal Service Review (MSR) determinations and Sphere of Influence (SOI) determinations for this District.

This MSR/SOI Update examines how parks and recreation services are administered by the Cordova Recreation and Park District. The MSR discusses service delivery and efficiency, including an analysis and a written statement of conclusions, known as determinations, for each of the following factors:

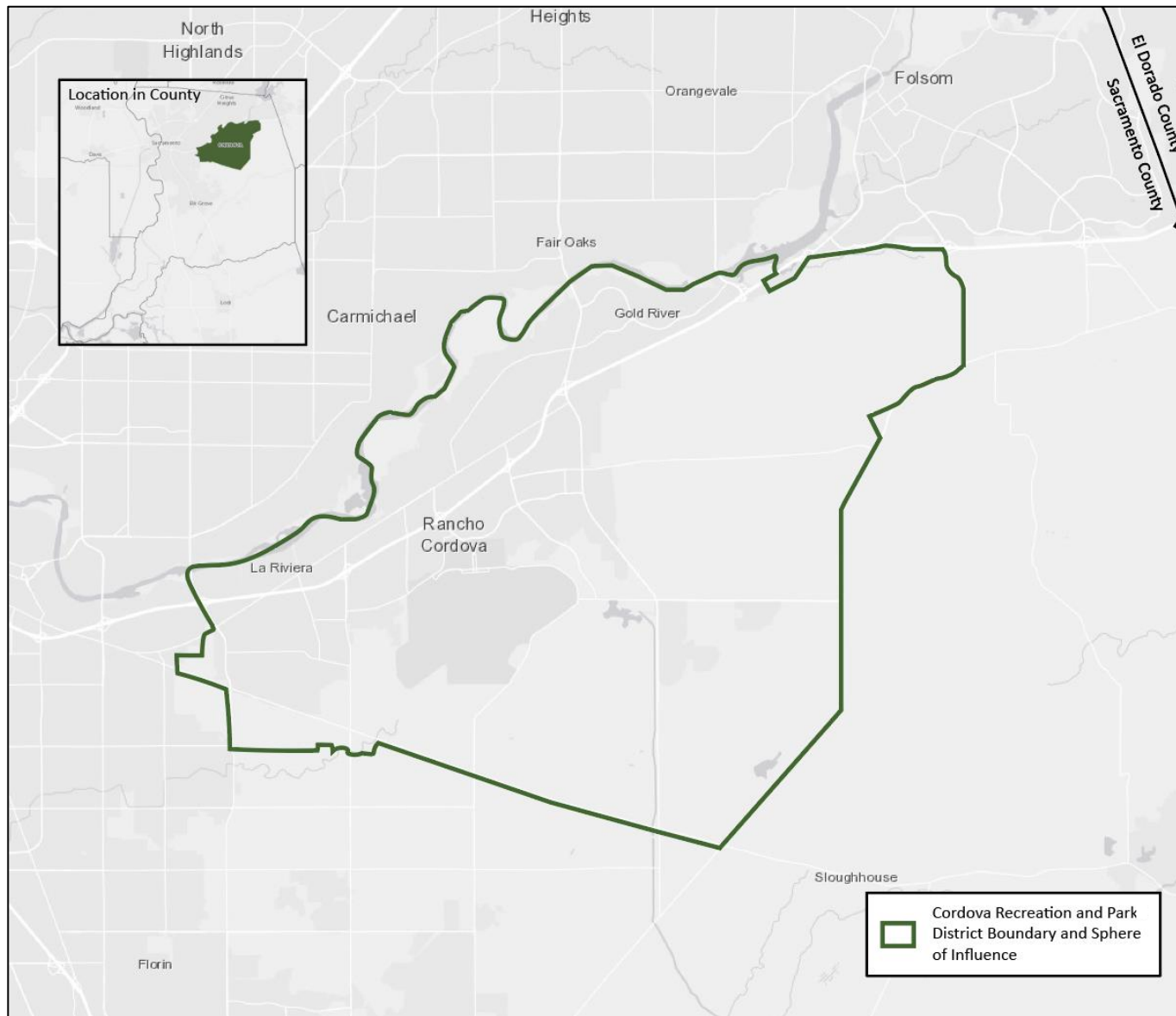
- Growth and population projections for the CRPD service area;
- Disadvantaged unincorporated communities;
- Present and planned capacity of public facilities;
- Financial ability of the District to provide services;
- Opportunities for shared facilities;
- Accountability for government service needs; and

The key facts that support each determination are discussed within Chapters 4 – 9 with the determinations listed in one location in Chapter 10. The determinations are provided in the form of metrics rated on a scale of Above Average, Average, and Below Average when compared to similar parks and recreation service agencies. Some determinations were statements of fact and were not rated. The areas of description and analysis contain the essential operational and management aspects for CRPD and constitutes a review of CRPD's ability to provide adequate services to meet the parks and recreation needs of residents and visitors to the District. The services are primarily provided to residents and visitors by the District, in cooperation with County of Sacramento, the City of Rancho Cordova, and local school districts. The CRPD is a local government agency structured as a Recreation and Park District consistent with its Principal Act: Public Resources Code § 5780. The Sacramento Local Agency Formation Commission (LAFCO) determines the boundary and sphere of influence for the District. The MSR chapters and determinations provide a "snapshot" of existing services and conditions for the District.

1.1 Summary of the District

This MSR and SOI Update considers the provision of recreation and parks services for the Cordova Recreation and Park District. Figure 1-1 presents a map showing the District boundary and sphere of influence as well as the location of the District within Sacramento County. CRPD was last reviewed by Sacramento LAFCO in 2013 in its Municipal Service Review.

Figure 1-1: Cordova Recreation and Park District Boundary and Sphere of Influence



1.1.1 Profile of Special District

Cordova Recreation and Park District		
Type of District	Recreation and Park District	
Enabling Legislation	Public Resources Code § 5780. Established as a Special District to provide services to the community within the defined services area	
Date of Formation	1958	
Functions/Services	Leisure facilities and recreation programs	
Main Office Address	2729 Prospect Park Drive, Suite 230, Rancho Cordova, CA 95670	
Mailing Address:	Same	
Phone No.	(916) 842-3300	
Website	www.crpdp.com	
General Manager	Patrick Larkin	Email: plarkin@crpd.com
Board of Directors		
	Position	Term of Office
Daniel Langan	Director	Nov. 2026
Mark Matus	Director	Nov. 2026
Michael Yearwood	Director	Nov. 2024
Brian Danzl	Director	Nov. 2026
Rick Sloan	Director	Nov. 2024
Meeting Schedule	Third Wednesday of each month @ 6:30 PM	
Meeting Location:	2729 Prospect Park Drive in Chambers, Rancho Cordova, CA 95670	
Area Served:	Approximately 630 acres of land within 75 square miles east of the City of Sacramento and south of the American River serving the City of Rancho Cordova and the communities of Gold River, Larchmont, Mather, Riviera East, <u>Rosemont</u> and additional unincorporated portions of Sacramento County.	
Population:	Approximately 128,000	
Staff:	109 full-time employees (63 full-time)	
Gross Revenue:	Approximately \$18 million for FY 2021/2022	
Principal LAFCO:	Sacramento LAFCO	

1.2 Summary of MSR Determinations

Chapters 4 through 9 provide more detailed information on the services and facilities operated by the CRPD and information relevant to the MSR determinations. The full MSR determinations can be found in Chapter 10. For purposes of this Executive Summary, a short summary of each determination topic is

provided below. If there is a recommendation related to a determination, it is listed at the end of the section for ease of reference.

1.2.1 Growth and Population

The District's 48,000-acre boundary includes the entirety of the City of Rancho Cordova and portions of unincorporated Sacramento County. The District manages approximately 630 acres of land within its boundary. The District estimates a population of 128,000 in 2021. Population projections for the District were analyzed under a slower growth scenario that mirrors projected growth for the County of Sacramento, and a faster growth scenario following historic growth trends for the District. Under the slow growth scenario, the District will have a population of 147,613 by 2040. Under the fast growth scenario, the District will have a population of 170,021 by 2040. The District indicates that they will have adequate capacity to meet service needs to the 2040 planning horizon of this MSR/SOI Update.

1.2.2 Government Structure and Accountability

In an MSR, LAFCO is required to make a determination about a district's government structure and accountability. In this case, CRPD provides adequate public notice in relation to District meetings and is in compliance with the Brown Act. The District also provides transparency through an online presence offering ease of accessibility to information and services to the public and customers as described in Chapter 4, Governance and Accountability. The District has a robust community outreach program and solicits feedback from residents on future park design and recreational opportunities. Members of the public have partnered with the District on grant opportunities for park improvements. The District has received numerous awards spanning the last eight years for high quality services, facilities, and outstanding staff.

Recommendation: The consultant suggests CRPD consider adding a link directly to an agenda management platform on the Public Meetings page of the website.

1.2.3 Disadvantaged Unincorporated Communities

Within the boundaries of CRPD are located 10 Census Tracts that meets the disadvantaged unincorporated communities (DUC) threshold. Only three of these census tracts are located within the unincorporated areas of Sacramento County and are therefore classified as disadvantaged unincorporated communities pursuant to Government Code Section 56430. Water service to the DUCs is provided by the California American Water Company (Cal Am) or the Sacramento County Water Agency. Wastewater services are provided by Sacramento Area Sewer District (SacSewer) and Sacramento County Regional Sanitation District (Regional San). Fire protection services are provided by the Sacramento Metropolitan Fire District (Sac Metro Fire). Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.

The Salmon Falls neighborhood park is located within DUC Census Tract 91.05 and provides only 1.54 acres of parks per 1,000 people. This is less than the District goal of 5 acres of parks per 1,000 people.

Recommendation: The consultant recommends CRPD consider including the feasibility of expanding parks facilities or adding new parks facilities within the Salmon Falls neighborhood park geographic area during the Optimized Plan process.

1.2.4 Present and Planned Capacity of Public Services and Infrastructure

The District has multiple plans that review infrastructure for current and future needs including a Capital Improvement Plan (2018), Reserve Study (2014), Master Plan for Incorporated Areas (2014), Inventory and Assessment Plan (2012), Park Impact Fee Nexus Study (2014), and Park Impact Fee for the Unincorporated Sacramento County Area of CRPD (2021). These plans and programs address existing infrastructure needs and the needs of future development. In addition, the District is currently in the process of developing a Parks, Facilities, and Recreation Optimized Plan (or Optimized Plan) to provide guidance for the District-wide provision of park and recreation facilities for 10+ years.

The District manages 43 parks; 10 community parks and 33 neighborhood parks totaling 372 acres throughout the District. In addition, the District manages approximately 218 acres of recreational land in trail corridor parcels, a golf course and a former shooting center currently being reimagined for recreation use. The District has a total of 590 acres of recreational land in its inventory. The District also owns and maintains approximately 40 acres of landscape corridor parcels that are not included in the recreational land acreage. New development in the District can fall within the City of Rancho Cordova or Sacramento County, and each require Quimby parkland dedication for new projects:

- City of Rancho Cordova: 5.00 acres of Quimby parkland per 1,000 residents
- County of Sacramento/Unincorporated: 4.87 acres of Quimby parkland per 1,000 residents

The District's service goal is to match the land authorities Quimby parkland dedication requirements for development within their jurisdiction (5 acres per 1,000 residents in the City and 4.87 acres per 1,000 residents in the County). It is anticipated that Quimby parkland dedications for known development projects will add approximately 760 acres of new parkland to CRPD at full buildout. With an anticipated population of 280,000 and a total of 1,352 acres at buildout, this equates to 4.8 acres per 1,000 residents, approximately 0.2 acre less than the District's service capacity goal.

Recommendation: The consultant recommends CRPD develop a strategy to meet the 5.0 acres per 1,000 residents service goal by buildout during the Optimized Plan process.

A review of the National Recreation and Parks Association (NPR) 2022 Agency Performance Review suggests that the District is maintaining adequate ratios of residents per park and acres of parkland per 1,000 residents when compared to other agencies nationwide with similar populations. The District provides programming activities similar to other agencies nationwide. For outdoor parks and recreation facilities, the District is providing a higher level of services for residents compared to national agencies with a similar population. In addition, the District continues meet benchmarks similar to other local parks and recreation agency providers in the region.

1.2.5 Financial Ability to Provide Services

CRPD has adequate financing mechanisms in place to ensure provision of parks and recreation facilities and services within its current service area. The District utilizes multiple sources of revenue including property taxes, special assessments, charges for services, developer fees, recreation and programming fees, rentals, and grants. Chapter 8 analyzes several financial metrics for CRPD including changes to net position, revenue funds, pension payments, and rates. CRPD has an approved Capital Improvement Plan for 2019-2024 and it has been working consistently to implement the Plan.

1.2.6 Opportunities for Shared Facilities

The District utilizes Joint Use Agreements (JUAs) and Memoranda of Understanding (MOUs) with three of the four school districts located within the District boundary to allow for sharing of parks and recreation facilities between the District and the different school districts. In addition, the District has MOUs with non-profit sports organizations to better manage facility use and recover costs associated with usage of the facilities.

Recommendation: The consultant recommends CRPD look at evaluating alternative agencies to provide services for trails, streetscape median corridors, sound walls, and sub-division monument sign responsibilities during the Optimized Plan process.

1.3 SOI Determinations

In determining the Sphere of Influence (SOI) for each local agency, Government Code 56425(e) requires the Commission to consider and prepare a written statement of determinations with respect to four factors. LAFCO's Executive Officer has reviewed the following determinations for leaving the sphere of influence for the CRPD unchanged and recommends them for the Commission's consideration:

1. Present and planned land uses

The primary land uses within the District service area are described in Chapter 5, Section 5.3. The entirety of the City of Rancho Cordova is located within the Cordova Recreation and Park District boundary. Within the City of Rancho Cordova is a mix of land uses with the majority being residential followed by parks and open space and natural resources. Land within the Parks and Open Space category is designed to be used for both active and passive recreational activities, such as parks, lakes, golf courses, and trails. Currently 12 percent of land uses within the City are designated as parks and open space.

Future development in the City Planning Area includes all of the incorporated and unincorporated areas of the District. Parks and open space are anticipated to make up 7.2 percent of land uses in the entire planning area with 46.7 percent made up of residential land uses. Areas of the City and the District include resource conservation area combining designations to identify areas with special resource management needs. The intent of these areas is to develop programs and incentives to assist landowners with resource protection and enhancement. Agricultural land remains in the City boundary and within the CRPD boundary and includes grazing land, farmland of local importance, prime farmland, farmland of statewide importance, and unique farmland. More extensive agricultural land is found adjacent to the CRPD boundary on the east and south sides. Much of the undeveloped lands within CRPD are classified as

grazing land, specifically the southeast and southwest sides of the District. The City of Rancho Cordova and Sacramento County have the power to approve or disapprove land developments on conservation areas and farmland through their respective General Plans. CRPD is not a land use authority, therefore all conversions of conservation land and agricultural lands would be under the direction of the City and the County within CRPD's boundary.

2. Present and probable need for facilities and services in the area

The District manages 43 parks (10 community parks and 33 neighborhood parks) totaling 372 acres throughout the District and 218 acres of other recreation lands including trail corridors, a golf course and a 73-acre parcel in redevelopment planning. The District manages multiple community centers, aquatic centers, a sports complex, and golf course. Recreational programming for the District is extensive and includes numerous classes and programs throughout the year at various parks and facilities.

The District anticipates a total population of 280,000 at buildout of the undeveloped areas of the District. This projection does not include in-fill development and/or the unplanned Aerojet property located in the upper east quadrant of CRPD. New development within the District is required to provide land or in lieu fees for park and recreation purposes. Quimby parkland dedications for known new development projects will add approximately 760 acres of new parkland to the District, bringing the total parkland to approximately 1,350 acres.

3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide

The District's existing service capacity is 5 acres per 1,000 residents. CRPD utilizes benchmark local and regional park districts to measure the recreation services the District provides, the facilities offered, amenities, and fees associated with programming. The District is meeting benchmarks similar to other local parks and recreation agency providers in the area including Southgate Recreation & Park District in South Sacramento, Sunrise Recreation and Park District, and El Dorado Hills Community Services District.

Based on national performance metrics, the District maintains adequate facilities for residents when compared to other agencies nationwide with similar populations. However, the District currently provides 4.6 acres of parkland per 1,000 residents, less than the District's goal of 5 acres of parkland per 1,000 residents. The District provides a higher number of facilities compared to national agencies, suggesting that the District is providing a higher level of service than comparable agencies in regard to outdoor parks and recreation facilities. The District provides extensive programming for key activities when compared to national performance metrics and has targeted programs for children and seniors. The District may want to consider adding programs for people with disabilities in future programming decisions to be in-line with national metrics.

4. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency

The District is located within the unincorporated areas of Sacramento County and encompasses the entirety of the City of Rancho Cordova. Mather Airfield was identified by the County as an area of economic interest. The Airfield is a former military base that transferred from the Federal Government to

the County for redevelopment purposes. The County’s objective with the property is to serve as a major catalyst for redevelopment and economic development of surrounding jurisdictions and the Sacramento Region. No additional communities of interest are located within the District boundaries.

5. The present and probable need for public facilities and services of any disadvantaged unincorporated communities

There are Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the CRPD boundary and sphere of influence, including three census tracts. Water service to the DUCs is provided by the Cal Am or the Sacramento County Water Agency. Wastewater services are provided by Sacramento Area Sewer District (SacSewer) and Sacramento County Regional Sanitation District (Regional San). Fire protection services are provided by the Sacramento Metropolitan Fire District (Sac Metro Fire). Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District’s boundary that lack these three public services, and no health or safety issues have been identified.

1.3.1 Recommendation

Pursuant to Government Code Section 56425(i)(2), the Commission does hereby establish the functions and classes of services provided by the Cordova Recreation and Park District as those specified in Community Services District Law, California Government Code Section 56044 et seq. Based upon the information contained in this report, it is recommended that the Cordova Recreation and Park District Service Area Boundary and SOI for all services remain unchanged.

Chapter 2. Resolution

This is a place holder for LAFCO's Resolution.

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Chapter 3. Introduction

This chapter provides an introductory overview of the Cordova Recreation and Park District (CRPD) Municipal Service Review (MSR) and Sphere of Influence (SOI) Update including information about the Sacramento Local Agency Formation Commission (LAFCO), the process, summary information about the County of Sacramento, and additional details relevant to the MSR and SOI Update.

3.1 Role and Responsibility of LAFCO

Local Agency Formation Commissions (LAFCOs) are independent agencies that were established by state legislation in 1963 in each county in California to oversee changes in local agency boundaries and organizational structures. It is LAFCO's responsibility to:

- oversee the logical, efficient, and most appropriate formation of local cities and special districts;
- provide for the logical progression of agency boundaries and efficient expansion of municipal services;
- assure the efficient provision of municipal services; and
- discourage the premature conversion of agricultural and open space lands. (Government Code [GC] §§ 56100, 56301, 56425, 56430, 56378).

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act) requires each LAFCO to prepare a Municipal Service Review (MSR) for its cities and special districts. MSRs are required prior to and in conjunction with the update of a Sphere of Influence (SOI) (Assembly Committee on Local Government, 2020). This review is intended to provide Sacramento LAFCO with the necessary and relevant information related to the services provided by CRPD.

3.2 About Sacramento LAFCO

Each LAFCO works to implement the CKH Act to meet local needs through the flexibility allowed in how state regulations are implemented. As part of this process, Sacramento LAFCO adopted the Policies, Standards, and Procedures Manual in September 2007. LAFCO's Policies, Standards, and Procedures Manual address Commission procedures, LAFCO operations, and procedures for MSRs, SOIs, and Changes of Organization. The Policies, Standards, and Procedures Manual can be found on Sacramento LAFCO's website (<https://sacdafco.saccounty.gov/PolicyStandardsandProceduresManual/Pages/default.aspx>).

This MSR Update was written under the auspices of Sacramento LAFCO. Sacramento LAFCO is required to coordinate the logical and timely changes in local governmental boundaries (§56001); conduct special studies which review ways to reorganize, simplify and streamline governmental structures (§56301); and prepare spheres of influence for each city and special district within the County (§56425). The Commission promotes the provision of efficient and economical services while encouraging protection of agricultural and open space lands (§56001, §56300). Further efforts include discouraging urban sprawl and encouraging orderly formation and development of local agencies based upon local conditions and circumstances (§56301) (LAFCO, 2021).

An MSR is an information tool that can be used to facilitate discussion among local agencies and LAFCO to achieve efficient delivery of services. Describing existing recreation and parks services provided by CRPD and opportunities to improve efficiencies is a key objective of this MSR, consistent with Sacramento LAFCO's purpose. Since this MSR Update will be published on the LAFCO website, it also contributes to Sacramento LAFCO's principle relating to public accessibility and accountability. A public hearing will be conducted by Sacramento LAFCO on this MSR Update, thereby contributing to the aim of encouraging an open and engaged process.

3.2.1 Commissioners

Sacramento LAFCO is composed of seven regular Commissioners: two members from the Sacramento County Board of Supervisors; two members are selected by the independent Special Districts located within the County; one member, appointed by the Mayor, serves on the City Council of the City of Sacramento; one member, appointed by the City Selection Committee, is a member of a City Council other than the City of Sacramento, located within the County of Sacramento. There are five alternate Commissioners; one from each of the listed classes who can vote when the regular commissioner is absent or recused. These six regular members of the Commission appoint both the Public Member Commissioner and the Alternate Public Member Commissioner (LAFCO, 2022). The current Sacramento LAFCO Commissioners and their terms of office are listed in Table 3-1.

Table 3-1: Sacramento LAFCO Commissioners

Commissioner Name	Title	Position	Date Term Expires
Iva Walton	Chair	City Member (Isleton)	Dec 2024
Rich Desmond	Vice Chair	County of Sacramento Member	Dec 2024
Gay Jones	Commissioner	Special District Member (Sac Metro Fire)	Dec 2025
Sue Frost	Commissioner	County of Sacramento Member	Dec 2024
Lindsey Liebig	Commissioner	Special District Member (Hearld FD)	Dec 2023
Chris Little	Commissioner	Public Member	Dec 2027
Sean Lolee	Commissioner	City of Sacramento Member	Dec 2023
Charlea Moore	Alternate	Special District Member (Rio Linda/Elverta Rec. & Park District)	Dec 2023
Patrick Hume	Alternate	County of Sacramento Member	Dec 2027
Timothy Murphy	Alternate	Public Member	Dec 2027
Katie Valenzuela	Alternate	City of Sacramento Member	Dec 2024
Jay Vandenburg	Alternate	City Member (Galt)	Dec 2024
Source: LAFCO staff, personal communication, March 2023			

3.2.2 Staff/Administrative

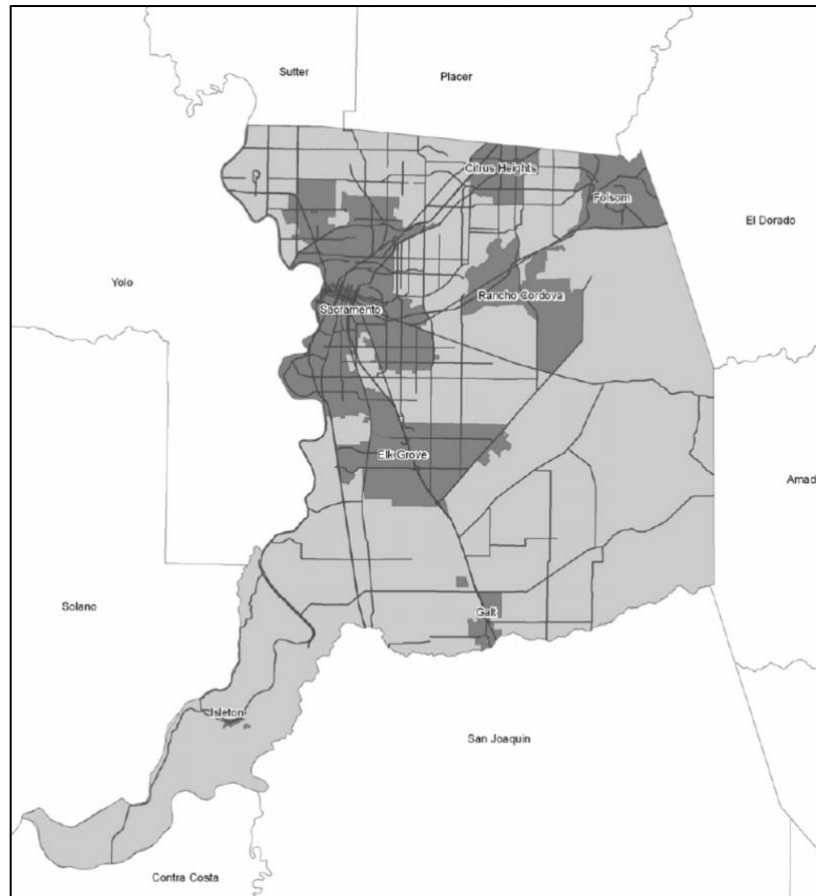
LAFCO's staff includes an Executive Officer, a Policy Analyst, and Counsel as listed below. LAFCO staff can be contacted at the LAFCO office at (916) 874-6458. LAFCO staff consists of:

- José C. Henríquez, Executive Officer
- Desirae N. Fox, Policy Analyst
- DeeAnne Gillick, Nancy Miller, Commission Counsel

3.3 About Sacramento County

Sacramento County was incorporated in 1850 as one of the original 27 counties in the State of California. The County's largest City is the City of Sacramento and the seat of government for the State of California as well as the County seat. The County includes seven incorporated cities: Sacramento, Folsom, Galt, Isleton, Citrus Heights, Elk Grove, and Rancho Cordova as shown in Figure 3-1 below.

Figure 3-1: Sacramento County, Incorporated Cities, and Surrounding Counties



The County encompasses approximately 994 square miles including an area of the Central Valley, which is California's prime agricultural region. The County extends from the low delta lands between the Sacramento and San Joaquin Rivers north to about ten miles beyond the State Capitol and east to the

foothills of the Sierra Nevada Mountains. The southernmost portion of Sacramento County has direct access to the San Francisco Bay.

Figure 3-2: County of Sacramento Population and Unemployment Rate for FY 2012/2013 Through 2021/2022

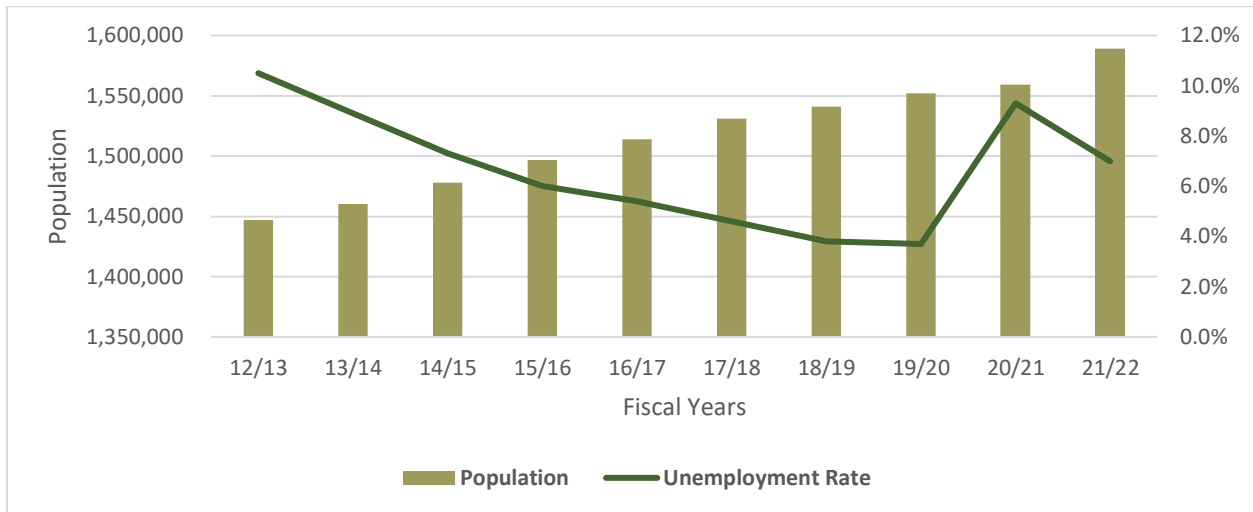


Figure 3-2 shows population and unemployment change from Fiscal Year (FY) 2012/2013 through FY 2021/2022. Population in the County has steadily increased over the last ten years with a two percent increase from FY 2020/2021 to FY 2021/2022. Unemployment was steadily decreasing until FY 2019/2020 when the Coronavirus (COVID-19) Pandemic occurred. Unemployment is again beginning to trend downward after approximately 5 percent spike between FY 2019/2020 and FY 2020/2021.

3.4 About Cordova Recreation and Park District

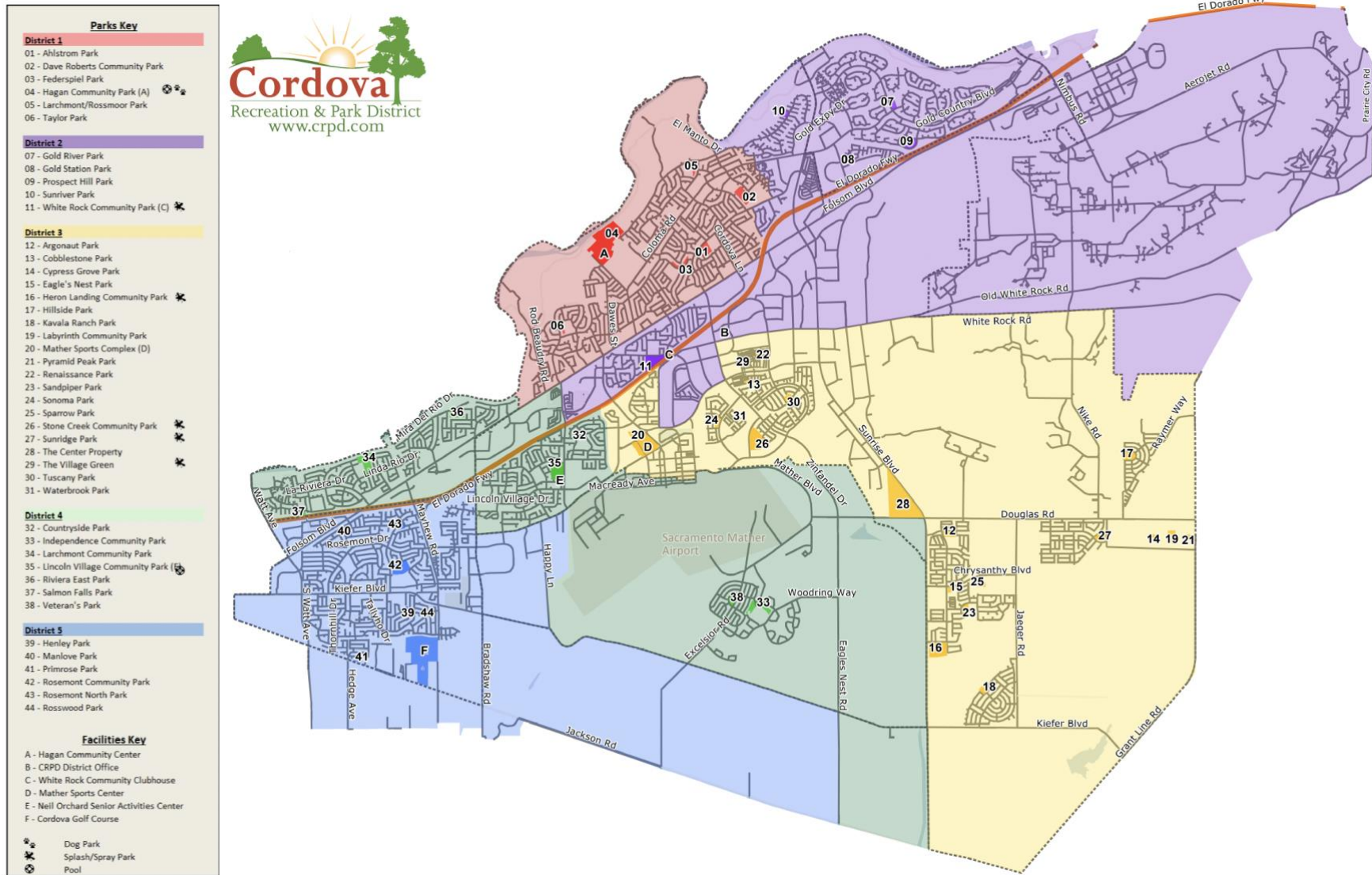
3.4.1 *Formation*

The Cordova Recreation and Park District (CRPD) is an Independent special district that was established in 1958 with the aim of serving the parks, recreation and open space needs of the City of Rancho Cordova and portions of unincorporated Sacramento County encompassing the areas of Gold River, Larchmont, Mather, Riviera East, and Rosemont (CRPD, 2022a). A map of the District can be seen in Figure 3-3 on the next page.

3.4.2 *District Boundary*

CRPD manages approximately 630 acres of parkland spread over a 75 square mile area. The District is located in the East Central portion of Sacramento County, south of the American River, and bisected by Highway 50. A description of each side of the boundary is as follows:

Figure 3-3: District Service Area by Voting Boundary



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- Northern Boundary: A portion of Highway 50 from Prairie City Road to Nimbus Dam; then following the American River to the Watt Avenue Bridge;
- Western Boundary: Sacramento City Limits to Fruitridge Road;
- Southern Boundary: Fruitridge Road and its extension to Bradshaw Road; then south to Morrison Creek to the southerly boundary of the Rancho Arroyo Sports Center; then north to Jackson Highway east to Grant Line Road; and
- Eastern Boundary: Grant Line Road and Prairie City Road on the east to Highway 50.

As mentioned previously, the District service area includes the incorporated City of Rancho Cordova and the communities of Gold River, Mather, Rosemont, La Riviera, Sunridge Park Village, Anatolia Village, and Cypress (CRPD, 2022a).

3.4.3 *Existing Sphere of Influence*

Sacramento LAFCO most recently affirmed the existing Sphere of Influence (SOI) for the Cordova Recreation and Park District in 2013 via Resolution No. 03-12. Currently CRPD's SOI is coterminous with its boundary, meaning the SOI and the District boundary are one in the same (Sacramento LAFCO, 2013).

3.5 Purpose of the Municipal Service Review

Municipal Service Reviews (MSRs) are intended to provide a comprehensive analysis of the services provided by special districts and other service providers that are under the legislative authority of LAFCO. This MSR Update studies the recreation and parks services provided by the Cordova Recreation and Park District (CRPD). This review also provides technical and administrative information to support Sacramento LAFCO's evaluation of the existing boundary for CRPD. With this MSR, Sacramento LAFCO can make informed decisions based on the best available data for the service provider and area. Written determinations (similar to 'findings'), as required by law, are presented in Chapter 10. LAFCO is the ultimate decision maker regarding approval or modification of any determinations, policies, boundaries, and discretionary items. This MSR/SOI Update makes determinations in each of the six mandated areas of evaluation for MSRs. Ideally, an MSR will support LAFCO and will also provide the following benefits to the subject agencies:

- Provide a broad overview of agency operations including type and extent of services provided;
- Serve as a prerequisite for a Sphere of Influence Update;
- Evaluate governance options and financial information;
- Demonstrate accountability and transparency to LAFCO and to the public; and
- Allow agencies to compare their operations and services with other similar agencies.

3.6 Methodology

This MSR/SOI Update evaluates the structure and operation of CRPD and determines the capacity of CRPD to service the existing community and accommodate additional service demands. Key references and information sources for this study were gathered and include:

- published reports;

- review of agency files and databases online (agendas, minutes, budgets, contracts, audits, etc. on agency websites);
- master plans;
- capital improvement plans;
- dispatch data;
- audited financial statements;
- General Plans, Regional Plans and Community Plans; and
- State, regional, and national agency information (permits, reviews, communications, regulatory requirements, etc.).

Sacramento LAFCO staff sent the Cordova Recreation and Park District a Request for Information (RFI) in October 2022. The consultant also personally interviewed District representatives during a kick-off meeting held on December 21, 2022. The District's response to LAFCO's request for information is a key information source utilized in this analysis. This MSR forms the basis for specific judgments, known as determinations, about each agency that LAFCO is required to make (GC § 56425, 56430). These determinations are described in the MSR Guidelines from the Office of Planning & Research (OPR) as set forth in the CKH Act, and they fall into six categories, as listed below:

1. Growth and population projections for the affected area;
2. Location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence;
3. Present and planned capacity of public facilities and adequacy of public services including infrastructure needs or deficiencies;
4. Financial ability of agency to provide services;
5. Status of, and opportunities for, shared facilities;
6. Accountability for community service needs, including government structure and operational efficiencies; and

An MSR must include an analysis of the issues and written determination(s) for each of the above determination categories.

3.6.1 Local, State, and Federal Databases

In addition to the information provided by the CRPD, the consultant utilized data from the US Census, Sacramento County, the City of Rancho Cordova, Sacramento Area Council of Governments (SACOG), National Recreation and Park Association, and the California Department of Finance (DOF).

3.7 California Environmental Quality Act

The California Environmental Quality Act (CEQA) is contained in Public Resources Code § 21000, et seq. Under this law, public agencies are required to evaluate the potential environmental effects of their actions. The MSR report for CRPD is exempt from CEQA review pursuant to Section §15306 of the CEQA Guidelines, Class 6 – Information Collection.

3.8 Public Participation

LAFCO will conduct a public meeting on the Public Review Draft MSR/SOI Update in May 2023. Comments from the public will be solicited. The Commission will hold a public meeting on the Final MSR/SOI Update at the next available hearing following a 30-day public comment period. After this MSR/SOI Update is finalized, it will be published on the Commission's website (<https://saclafco.saccounty.gov/>), thereby making the information contained herein available to anyone with access to an internet connection. A copy of this report may also be viewed during posted office hours at LAFCO's office located at 1112 I Street, Suite 100, Sacramento, CA 95814. In addition to this MSR/SOI Update, LAFCO's office maintains files for each service provider, and copies of many of the planning documents and studies that were utilized in the development of this report. These materials are also available to the public for review.

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Chapter 4. Governance and Accountability

This chapter describes how the public’s trust in local government requires an examination of its performance, accountability, transparency, and public engagement. LAFCO is required to make specific determinations regarding a special district’s government structure and accountability.

4.1 Government Structure

The CRPD is a local government agency structured as a Recreation and Park District consistent with its Principal Act: Public Resources Code § 5780. The District is classified as an independent special district and has five elected Board Members who reside within the District. All registered voters, who reside within the District are eligible to vote for and/or run for a seat on the District Board of Directors. The District Board appoints the General Manager (GM). Department heads are appointed by the GM (CRPD, 2022a). The District is organized into the following six departments: Administration, Park Planning and Development, Parks Services and Facilities, Cordova Golf Course, Recreation Services, and Marketing and Communications (CRPD, 2022a).

4.2 District Board

The District operates under the direction of the elected Board Members. Each Board Member is elected for a term of four years with two director seats running two years apart from the remaining three seats. The District is divided into five voting Districts, which are population based, for each Board seat. A new Board Chairperson is selected by the Board Members each year. The Board Chairperson nominates Board Members to the District’s standing committees and the full Board votes on appointments (CRPD, 2022a). The District’s standing committees include: Budget & Finance; District Policies; CRPD/City of Rancho Cordova 2x2; School District 2x2; PMRID Oversight Nominating; and Capital Improvement & Park Construction. The current members of the Board of Directors, their committee appointments and the expiration dates of their terms are shown in Table 4-1 below.

Table 4-1: District Board of Directors

Name	Title	Term End	Committee Appointments
Daniel Langan	Director	2026	District Policies
Mark Matus	Director	2026	PMRID Oversight Nominations
Michael Yearwood	Chairperson	2024	Budget & Finance; School District 2x2; CRPD/City 2x2
Brain Danzl	Vice-Chairperson	2026	Budget & Finance; PMRID Oversight Nominations; CRPD/City 2x2
Rick Sloan	Secretary	2024	District Policies; School District 2x2
<i>Source: CRPD, 2022a; Sacramento County, 2022; Staff, personal communication, April 2023</i>			

The District holds regular public meetings on the third Wednesday of each month at 6:30 PM at the City Hall of Rancho Cordova Council Chambers located at 2729 Prospect Park Drive, Rancho Cordova, CA

95670. The Budget & Finance Standing Committee typically meets quarterly, and the Policies Standing Committee meets several times a year, as needed.

Staff informed LAFCO that Board Members receive compensation of \$100 for attendance per meeting with a cap of \$600 per month (CA PRC § 5536 , Board Policies Section 2.6)(CRPD, 2022a). The Board of Directors, realizing these statutory limitations hereby prescribes that the rate of reimbursement shall be \$100 per attendance at Regular Board Meetings; Special Board Meetings; Standing Committee Meetings; entire trainings and educational seminars or conferences; negotiation sessions; depositions; required meetings with District consultants, or other professionals for the purpose of conducting District business; field trips; CRPD park or facility groundbreaking ceremonies and, ribbon cutting ceremonies at new CRPD park openings; public hearings and any other activity the Board requests a member attend in advance of the attendance per Public Resource Code.

Payments made to CRPD Board Members was queried through an on-line database¹. Query results for 2021 showed payments to Board Members ranging from a high of \$3,200 to a low of \$2,300. The District FY 2021/2022 Final Budget included \$36,000 in expenditures for Board Members meeting attendance reimbursement (CRPD, 2021). Any necessary travel or incidental expenses incurred by members while on official business is added in addition to the maximum \$600 compensation. All payments made to board members are reported at least annually as part of the District claims report at a public board meeting.

In California, elected members of special district boards are required to comply with three laws regarding accountability and ethics including 1) the Political Reform Act; 2) Assembly Bill 1234 (Salinas, 2005), which requires ethics training; and 3) Government Code 53237 et. seq. which mandates sexual harassment prevention training.

4.2.1 Political Reform Act

This Act applies to financial conflicts of interest. Public officials must disclose all personal economic interests. Special district officials are affected through their respective district's conflict of interest code/policies that a district is required to have by law. Therefore, public officials are required to file a "Statement of Economic Interests" with the Fair Political Practices Commission (FPPC, 2021). CRPD does have an adopted policy for ethics training, Policy 2.43 of the Board Policies, last updated in October 2022. CRPD also has a Conflict-of-Interest policy as part of the Board Policies document, last updated in October 2022. The conflict-of-interest policy is Policy 5 (CRPD, 2022a). The Political Reform Act requires special district board members to disclose all personal economic interests by filing a "Statement of Economic Interests" with the Fair Political Practices Commission (FPPC). Information available from the FPPC indicates that Board members are complying with the Political Reform Act.

¹ Transparent California is a non-profit organization and is California's largest public pay and pension database. The pay and pension associated with most special districts up to the year 2019 are provided in this database. The on-line database is available at: <https://transparentcalifornia.com/agencies/salaries/special-districts/#fire-protection>.

4.2.2 Assembly Bill 1234 (Salinas, 2005)

Local government officials are required to take ethics training every two years with a requirement that they take their first training no later than one year after they start their first day of service with the district. Compliance with this law was assessed for CRPD. The District's website posts the certificates for completion of ethics training for each Board member. All Board members have completed trainings as required by AB 1234 (CRPD, 2022b).

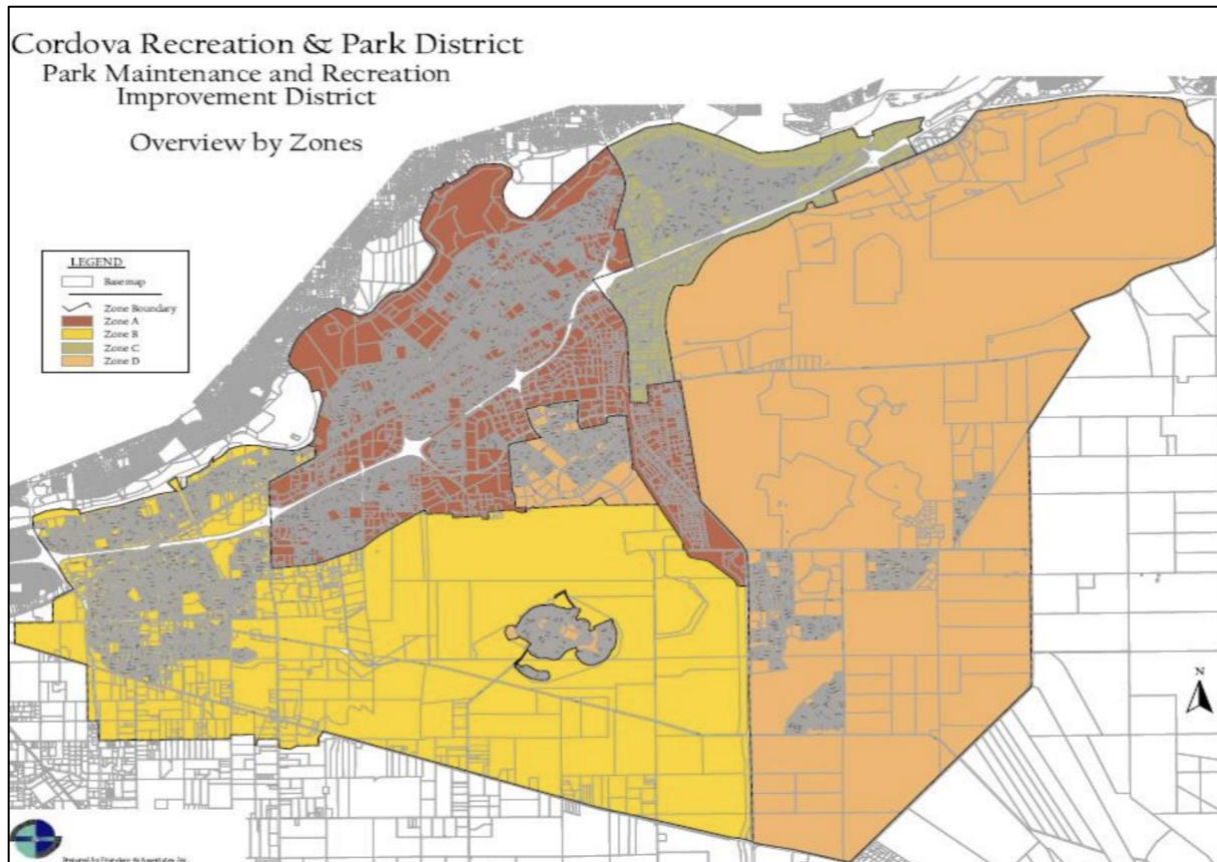
4.2.3 Government Code 53237 et. seq.

Sexual harassment prevention training is mandated by Government Code 53237 et. seq., which was enacted by AB 1661 (McCarty) in 2016. Special district board members must receive required sexual harassment prevention, two-hour training, every two years. Compliance with this law was assessed for CRPD. Board members participated in a sexual harassment prevention training in May 2021 and January 2023. Therefore, the District Board is in compliance with Gov. Code 53237 et. seq

4.2.4 Park Maintenance and Recreation Improvement District (PMRID) Oversight Committee

The Park Maintenance and Recreation Improvement District (PMRID) is a special assessment district approved by voters in 2006. PMRID funds are used to maintain CRPD facilities in Rosemont, Gold River, Riviera East, Lincoln Village, Larchmont, and the City of Rancho Cordova. This special assessment supplements property taxes in these areas to ensure proper facility maintenance and improvements.

A five-member Oversight Committee appointed by the CRPD Board of Directors reviews PMRID expenditures and makes recommendations for future expenditures. Openings for four-year committee appointments are filled as needed and applications are accepted year-round. The PMRID Oversight Committee meets quarterly, and all meetings are open to the public (CRPD, 2022b). A map of the zones for the Committee can be seen in Figure 4-1 below.

Figure 4-1: PMRID Oversight Committee Zone Map

Appointees review and recommend how special tax assessments – including Measure J – are spent. Zone A represents almost 20,000 homes in the Rancho Cordova area; Zone B represents almost 13,000 homes in the Larchmont, Riviera East and Rosemont areas; and Zone C represents almost 5,200 homes in the Gold River area (CPRD, 2022b).

4.3 Accountability and Transparency

This section details laws and regulations by which the District operates to provide transparency and accountability to its constituents.

4.3.1 *Brown Act*

The State Legislature updated the Brown Act in 2016 as described in Government Code §54954.2 (See also Assembly Bill 2257). These new Brown Act requirements prescribe the methods and location by which an agenda must be accessible on an agency's website for all meetings. All meetings of the District Board and committees are open to the public in accordance with the Brown Act. The agenda for each meeting includes a public comment period and agendas are made available 72 hours before meetings. Agendas are posted to the District website at <https://crpd.com/> and hard copies are posted at all major CRPD facilities. Agendas are also emailed to the agenda distribution list. A calendar of meetings and committees are published on the District website (CPRD, 2022a). The District and its representatives have a solid

record of adherence to the requirements of the Brown Act, the Political Reform Act, and similar laws. The CRPD makes the current agenda available as a direct link from the District website homepage. The most current agenda is available as a PDF document for download with all other agendas located in a folder (CRPD, 2022b). Though the meeting agenda is downloadable, it is not electronically searchable by common internet browsers. CRPD provides meeting agendas to the public free of charge, without restrictions and complies with the requirements of the Brown Act 2016 Updates described in AB2257.

Recommendation: The consultant recommends CRPD consider adding a link directly to an agenda management platform on the Public Meetings page of the website.

COVID-19 Brown Act Changes

Due to the COVID-19 pandemic, Governor Gavin Newsom proclaimed a State of Emergency for California on March 4, 2020. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 suspending parts of the Brown Act that require in-person attendance of Board members and citizens at public meetings provided that notice and accessibility requirements are met; the public members are allowed to observe and address the legislative body at the meeting; and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities; as specified. Effective October 1, 2021, AB 361 allows local legislative bodies to continue to allow remote meetings during a proclaimed state of emergency, if “state or local officials have imposed or recommended measures to promote social distancing.” Effective September 13, 2022, AB 2449 revises teleconferencing provisions until January 1, 2026, authorizing a local agency to use teleconferencing without complying with teleconferencing requirements that each location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of members participates in person from a singular physical location, allowing a member to participate remotely under specified circumstances, including participating remotely for just cause or due to emergency circumstances.

In response to these events, the District implemented Teleconference/Electronic Meeting Protocols effective March 25, 2020, which allow for public participation through video conferencing and by telephone. All meetings are streamed live via Zoom, a video conferencing platform, that is accessible by the public for free. Public comments can be emailed to djones@crpd.com by 3:00 PM on the meeting day (CRPD, 2022c). The District offers a hybrid model of in-person and teleconference options for the public via the Zoom platform for regular board meetings.

Effective January 1, 2023, the Brown Act permits teleconferencing under traditional Brown Act teleconferencing rules, AB 361 state of emergency rules, and AB 2449 individual board member rules.

4.3.2 Special District Transparency Act (SB 929)

The Special District Transparency Act (SB 929 or California Government Code, §6270.6 and 53087.8) requires that special districts have a functional website. The Act requires a district website to list contact information and also suggests that agendas and minutes, budgets and financial statements, compensation reports, and other relevant public information and documents be posted to the website. The Districts website is kept updated and is easily navigable with current and past agenda packets available for download. The website is maintained with specific and detailed information including meeting agendas,

clear information on the District’s budget and expenditures, compensation reports, information on how to contact District representatives, and more (CRPD, 2022c). Therefore, the CRPD complies with the requirements of the Special District Transparency Act.

4.3.3 Public Engagement

The District and Board of Directors recognizes the importance of public participation and includes the need to cultivate participation and interaction with the community in the District’s mission. CRPD hosts and participates in various formal and informal public meetings each month, encouraging community members to attend and comment on District business. CRPD staff and Board of Directors members occasionally convene community meetings to gather input on specific new park developments, current park improvements, updates on major projects or to hear concerns and answer questions. The dates, times and locations of these meetings vary, but all meeting information is made available to the public on the District’s website and through localized outreach (CRPD, 2022c). At events, public outreach is done using booths, surveys, and informational pieces. Additionally, community stakeholders are invited to lead the Pledge of Allegiance each month. The District utilizes the following outreach methods: Multiple pages on website; E-Newsletters; FAQ Sheets; Recreation Guide; Email Notifications; Mail Notifications; Online Community Surveys; Social Media; Orientation Sessions (Candidate Orientation); Stakeholder Meetings (Optimized Plan); Community Outreach Meetings (Park Planning); and Promotional Videos (CRPD, 2022a).

The District has a robust community outreach program and solicits feedback from residents on future park design and recreational opportunities. Members of the public have partnered with the District on grant opportunities for park improvements. The District has a strong attendance at its booths at community events. Directors and staff are accessible to the public through direct email and contact information is provided in the Recreation Guide and on the website. The District staff also utilize electronic business cards and Directors engage with the public at events (CRPD, 2022a).

4.3.4 General Accountability

The CRPD demonstrated a high degree of accountability and transparency in its disclosure of information and cooperation with Sacramento LAFCO. The District provided a thorough and detailed response to LAFCO’s requests for information and participated in an interview with the consultant (CRPD, 2022a). The District’s high level of assistance with this MSR/SOI Update exemplifies the high standards by which the District operates.

4.4 Management Efficiencies

An important part of management effectiveness for a District includes adoption of a District-wide mission and vision statement. The CRPD Mission statement is: *Lead the region in recreation and parks through excellence and transparency in serving the needs of our diverse and growing community* (CRPD, 2022c).

In addition, the District has the following vision: *Empower and engage community pride by being safe, responsive, accessible, innovative, and sustainable.*

- **Safe** - *Strengthen and elevate the vitality of our community through well-maintained and secure public spaces.*

- **Responsive** - *Initiate meaningful collaboration and communication with integrity to foster stewardship and trust.*
- **Accessible** - *Develop inclusive environments to cultivate participation and interaction.*
- **Innovative** - *Advance skills and incorporate modern trends and ideas to identify better solutions.*
- **Sustainable** – *Protect current District resources while providing for future generations.*

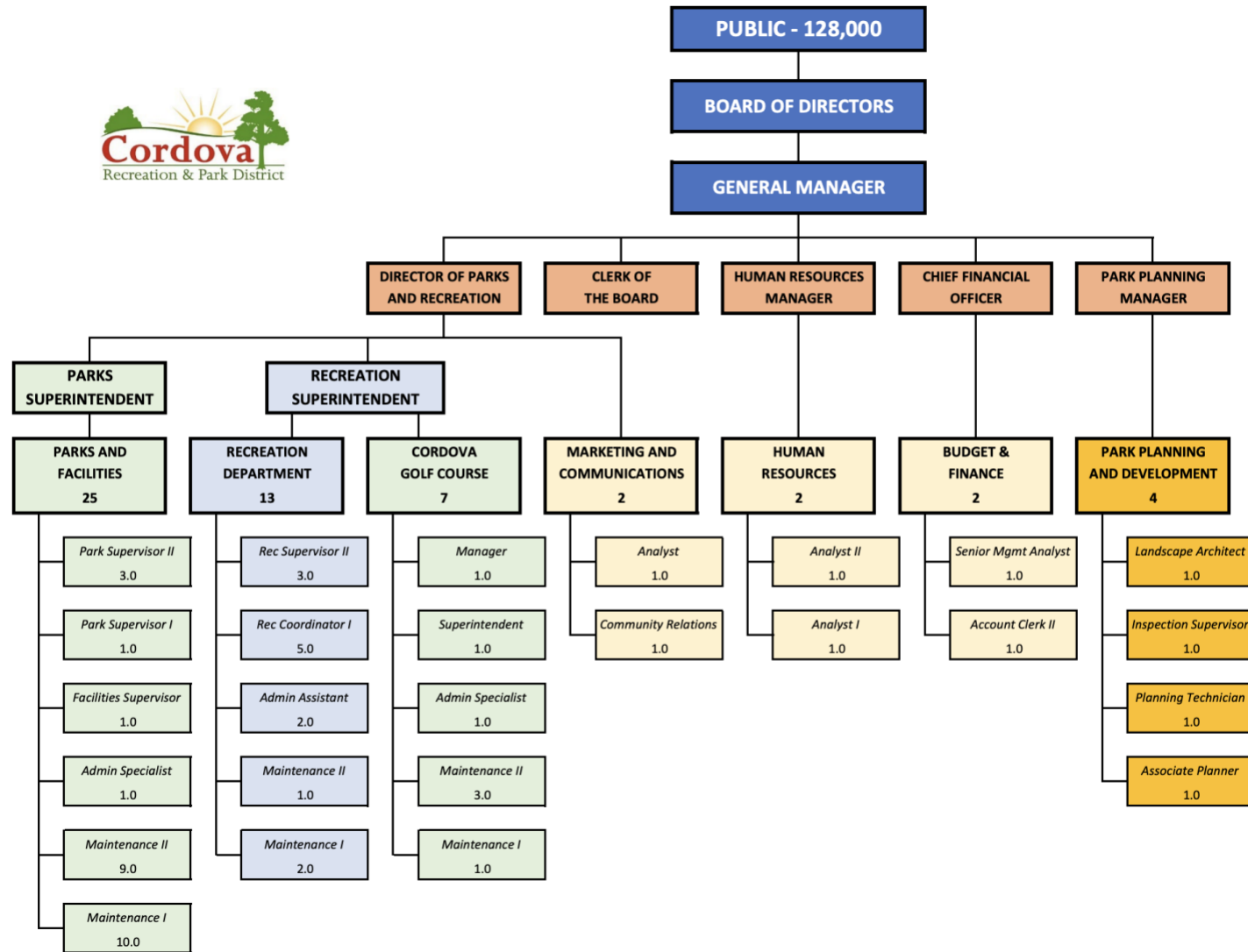
The District offers multiple opportunities for the public to provide comments and feedback on existing programs through public meetings as well as through a survey available on the District’s website “We Want Your Input!” webpage.

4.4.1 CRPD Departments

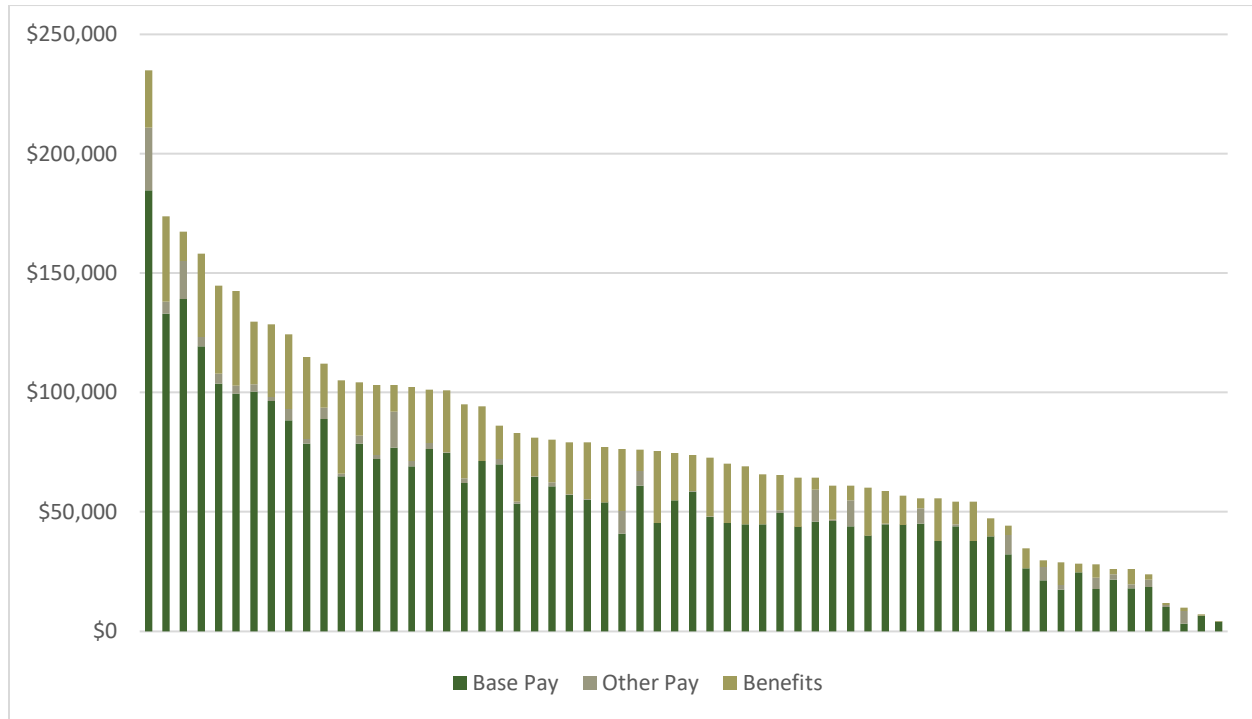
CRPD’s 109 full-time equivalent employees are organized into the following two divisions: (1) Parks and Recreation and (2) Administration and Park Planning and Development. Under the Director of Parks and Recreation, there are the following four departments: Marketing and Communications; Parks and Facilities; Recreation; and Cordova Golf Course. The Director of Parks and Recreation, Administration, and Park Planning and Development department staff reports directly to the GM as shown in Figure 4-2 on the next page.

Under the Administration and Planning Department, the CRPD has a Chief Financial Officer and associated staff, a Clerk of the Board, a Human Resource Manager and associated staff, and a Park Planning and Development Manager and associated staff. Wage information for CRPD staff can be seen in Figure 4-3.

Figure 4-2: CRPD Organizational Chart (FY 2022/2023)



Source: CRPD, 2023

Figure 4-3: CRPD Staff that Received Benefits (2021)

includes safety committee meetings, standard municipal personnel policies, and mandated reporter training (CRPD, 2022a; 2022b).

Personnel Policies – Employee Handbook was completely re-written using a 10 key staff member team to review revisions. The Handbook was reviewed by District Legal Counsel, a 2 Board Member “Policy Committee” and workshops were conducted, and the document approved by the full Board. Updates to the Handbook are brought to the Board Policy Committee annually (CRPD, 2022a).

4.4.3 Certifications

CRPD personnel maintain current certifications as required by individual staff positions and agency best practices including certifications through the National Recreation and Park Association. In addition, facilities that require County Environmental Management permits are maintained and all necessary facilities have passed recent inspections including those for recreational water facilities. Six personnel have also completed CDC Heads Up Concussion training for youth sports athletic trainers and sports officials. Over 50 employees are CPR/AED First Aid Certified with the American Red Cross. A complete list of current certifications submitted by CRPD to LAFCO for this report are available with LAFCO’s files upon request.

4.4.4 Youth Advisory Committee

The CRPD implemented a new Youth Advisory Committee to work with CRPD staff to address youth and teen related issues pertaining to recreation services and safe spaces. The Committee will volunteer through community service projects and conduct exercises in a democratic way to assess community needs.

4.5 Awards to the District

CRPD has been recognized by many government agencies and associations including local and statewide entities. Most recently, the District received three awards in 2021; one from the California Association of Park & Recreation Commissioners and Board members, and two from the California Association of Recreation and Park Districts. Table 4-2 provides a list of awards received by the District since 2012.

Table 4-2: Awards to the District (2012-2021)

Awarding Organization	Award	Facility/Staff Awarded or District
2012		
Folsom Cordova Unified School District	Community Partner of the Year	Cordova Recreation & Park District
2013		
California Association of Park and Recreation Indemnity	Ted Winslow Safety Award	Cordova Recreation & Park District
2014		
California Special Districts Association	Innovative Program/Project Award	Sunridge Park

Awarding Organization	Award	Facility/Staff Awarded or District
California Association of Recreation and Park Districts	Outstanding Technology, Social Media and Marketing	Cordova Recreation & Park District
2015		
California Association of Park and Recreation Indemnity	Ted Winslow Safety Award	Cordova Recreation & Park District
California Association of Recreation and Park Districts	Distinction in Outstanding New Facility	Sunridge Park
2016		
California Association of Park and Recreation Indemnity	Ted Winslow Safety Award	Cordova Recreation & Park District
American Society of Landscape Architects	Honor Award for Parks/Open Space	Hillside Park
2017		
California Park & Recreation Society	District 2: Recreation and Community Programs	Neil Orchard Senior Activities Center – Green Thumb Lunch Program
California Park & Recreation Society	Recognition for a Conference Committee Team Led	General Manager – Patrick Larkin
California Park & Recreation Society	Recognition for a Conference Committee Team Led	Director of Parks & Recreation – Jill Nunes
California Association of Recreation and Park Districts	Distinction in Outstanding New Facility	Hillside Park
2018		
California Association of Recreation and Park Districts	Distinction in Outstanding New Facility	Heron Landing Community Park
California Park & Recreation Society	District 2: Facility Design and Park Planning	Heron Landing Community Park
California Special Districts Association	Innovative Program of the Year for a Large District	Heron Landing Community Park
2019		
California Association of Park & Recreation Commissioners and Board Members	Outstanding Project	Heron Landing Community Park
California Association of Park & Recreation Commissioners and Board Members	Achievement Award	Hillside Park
California Association of Recreation and Park Districts	Distinction in Outstanding Renovated Facility	Mather Sports Center
California Association of Recreation and Park Districts	Distinction in Outstanding New Facility	Lincoln Village Community Park
California Park & Recreation Society	District 2: Excellence in Design	Neil Orchard Senior Activities Center – Lincoln Village Community Park Fitness Course

Awarding Organization	Award	Facility/Staff Awarded or District
California Special Districts Association	Staff Member of the Year	Planning & Development Manager – Laura Taylor
2020		
California Association of Park and Recreation Indemnity	Ted Winslow Safety Award	Cordova Recreation & Park District
California Association of Recreation and Park Districts	Distinction in Outstanding Activity or Special Event	Senior Drive-Thru Programs
California Park & Recreation Society	Marketing & Communication Award of Excellence	Cordova Community Pool Outreach
California Park & Recreation Society	District 2: Agency Showcase Marketing Award	Cordova Pool Replacement Project Outreach
Government Technology Magazine Special District	Technology Innovation Award	Cordova Community Pool Virtual Groundbreaking and Public Outreach Campaign
2021		
California Association of Park & Recreation Commissioners and Board Members	Outstanding Project	Cordova Community Pool
California Association of Recreation and Park Districts	Outstanding District Employee	Director of Parks & Recreation – Jill Nunes
California Association of Recreation and Park Districts	Distinction in Outstanding Renovated Facility	Cordova Community Pool
California Park & Recreation Society	Excellence in Facility Design	Cordova Community Pool
<i>Source: CRPD, 2022a</i>		

Chapter 5. Growth and Population

The growth and population projection for the District is a determination which LAFCO is required to describe, consistent with the MSR Guidelines from the Office of Planning and Research (OPR) as set forth in the CKH Act. This section provides information on the existing population and future growth projections for the CRPD. Historical and anticipated population growth is a factor which affects service demand.

5.1 Existing Population

CRPD consultants have estimated that the population in the District was 128,000 as of 2021. CRPD has both the City of Rancho Cordova and unincorporated Sacramento jurisdictions within its boundary. Utilizing 2010 population numbers, CRPD estimates that the District has experienced a growth rate of 16.4 percent over 11 years.

The consultant reviewed population data as presented by the 2020 Census. The 2020 Rancho Cordova Census County Division (CCD) closely aligns with the CRPD District Boundary apart from three census tracts located in Sacramento County. Utilizing census block group data, consultants were able to determine that the CRPD had a population of roughly 111,008 in 2010 and 127,527 in 2020. This equates to a growth rate of 15.8 percent over 10 years with an average annual growth rate of 0.78 percent per year. Utilizing this annual growth rate, the consultant calculated that the approximate population for the District in 2021 was 128,531. The difference in population between the two estimates is within a standard margin of error, therefore consultants are comfortable moving forward with the CRPD 2021 population estimate. Population information is shown in Table 5-1 below.

Table 5-1: CRPD Existing Population (2021)

	Population	Population in SOI	Percent of District Population of Total County Population	Number of Registered Voters
Cordova Recreation and Park District	128,000	0	0.082	71,809
Source: CRPD, 2022a				

5.1.1 *Existing Population in SOI*

Since the CRPD's boundaries are contiguous with its SOI, there are no additional people residing in the SOI only.

5.2 Projected Population Growth

Projecting future population for a special district is complicated due to unknown factors associated with growth rates and census tracts that do not match with district boundaries. For purposes of this MSR, two growth scenarios were calculated utilizing different data points, a "Slow Growth" scenario and a "Fast Growth" scenario.

Data from the California Department of Finance (DOF) was used to project the “Slow Growth” scenario as shown in Table 5-2 below. For this scenario, the DOF population projections at the County level and the growth rate for Sacramento County was utilized to extrapolate population growth rates for the CRPD. If growth trends for the District were to follow the County, it is estimated that CRPD’s existing boundary will encompass a population of 147,613 by 2040. This represents a growth rate of 15.8 percent over 20 years and is slower than historic growth rates for the District.

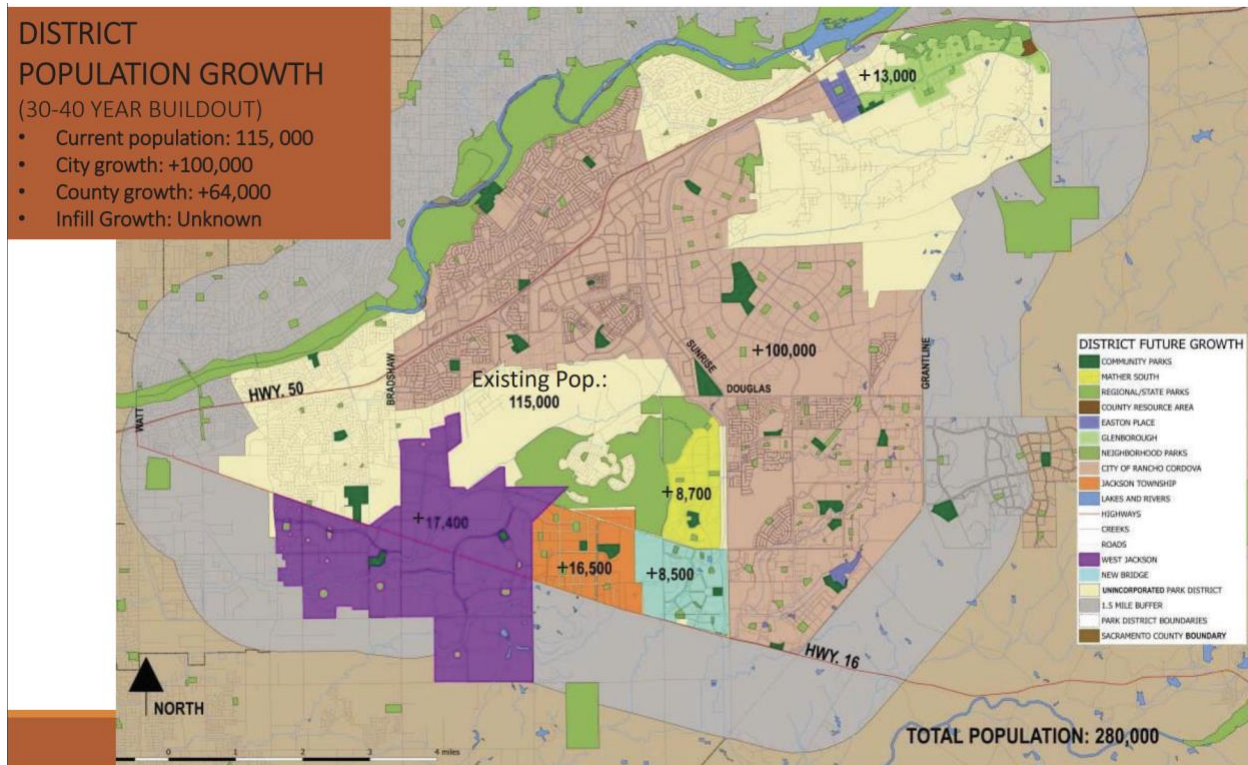
Historic growth rates for the District were used to project the “Fast Growth” scenario. Based on historic growth rates, it is likely that the District may experience a faster growth rate than the County average as predicted by DOF. Assuming the average growth rate in the future were to match the historic growth rate experienced by the District of 1.49 percent per year (based on 16.4 percent from 2010 to 2021), the District could see a population of 170,021 by 2040. This “Fast Growth” scenario, the “Slow Growth” scenario, and the projected growth rates for the City of Rancho Cordova and Sacramento County can be seen in Table 5-2 below.

Table 5-2: Total Estimated and Projected Population (2020 – 2040)

	2020	2025	2030	2035	2040
Sacramento County ¹	1,562,242	1,615,713	1,687,220	1,751,463	1,808,307
City of Rancho Cordova ²	80,423	83,176	86,857	90,164	93,090
Cordova Recreation and Park District Slow Growth ³	127,527	131,892	137,729	142,973	147,613
Cordova Recreation and Park District Fast Growth ⁴	127,527	137,034	147,249	158,226	170,021
Sources: ¹ California DOF, 2021					
² Estimated population based on the average annual growth rate for Sacramento County from the DOF at 0.0079.					
³ Estimated population based on the average annual growth for Sacramento County from the DOF at 0.0079.					
⁴ Estimated population based on historic average annual growth rate from CRPD at 0.0149.					

The District estimates that population within the District boundaries is expected to increase by approximately 152,000 in areas of known development projects. This projection does not include in-fill development and/or the unplanned Aerojet property located in the upper east quadrant of CRPD. This equates to a future population of 280,000 at full buildout. The District provided consultants with a map (produced in 2014) showing the locations and anticipated population growth of known development. This map is shown in Figure 5-1. The majority of the anticipated population growth is expected to come from the City of Rancho Cordova, the Jackson Township area, and the West Jackson area in the County.

Assuming growth were to trend towards the “Fast Growth” scenario, the District will be at approximately 61 percent of buildout by 2040. By comparison, if population growth trended towards the “Slow Growth” scenario, the District will be at approximately 53 percent of buildout by 2040. Based on historic growth trends and the approval of developments in areas of known development in the District, it is likely that the District will experience something similar to the “Fast Growth” scenario for the foreseeable future. It is anticipated that Quimby parkland dedications for known development projections will add approximately 760 acres of new parkland at full buildout.

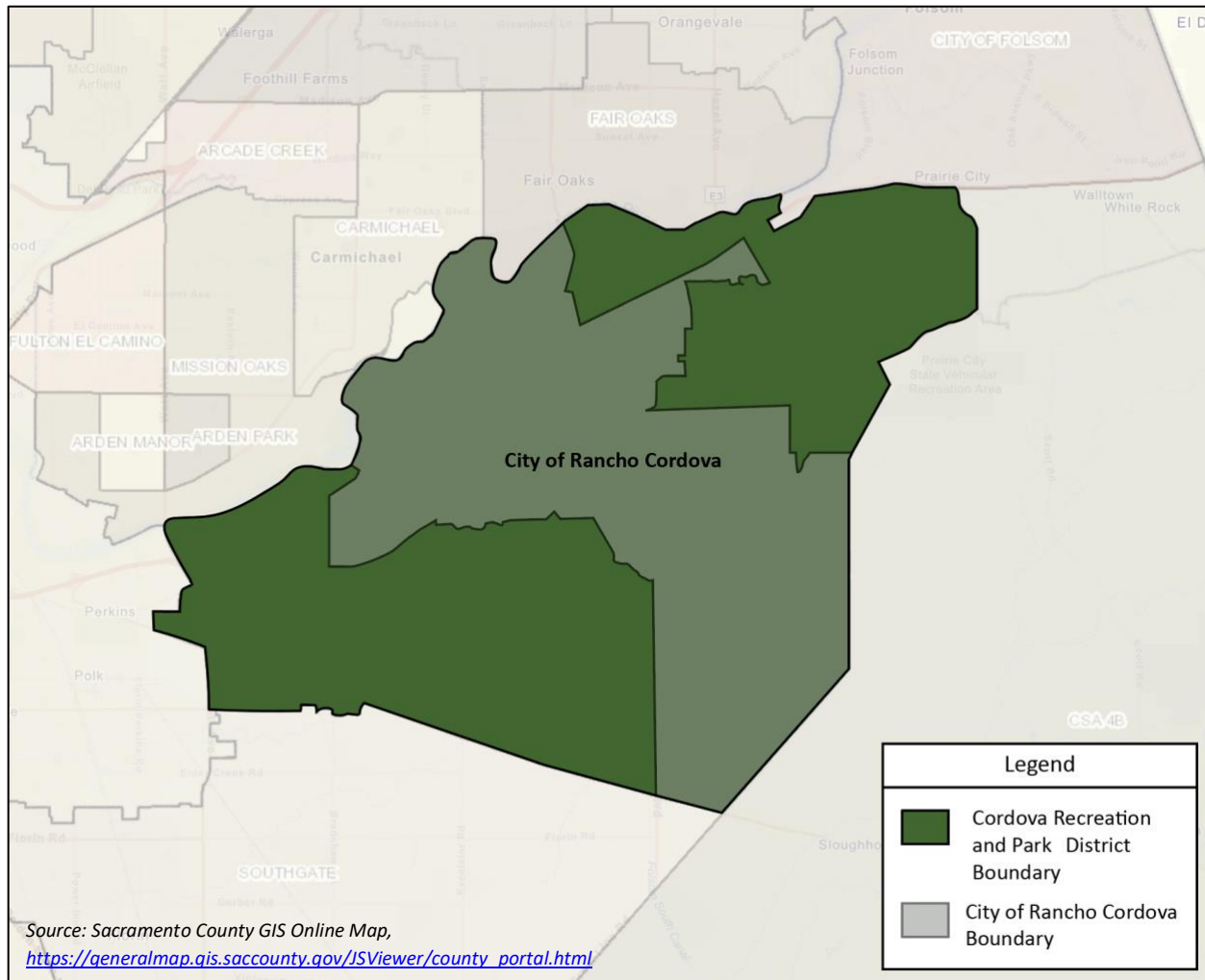
Figure 5-1: District Population Growth at Buildout (CRPD, 2014)

5.3 Existing Land Use

Land-use is a factor that affects population growth and therefore demand for public services. However, the CRPD is not a land use authority. Land-use is determined within the District boundary by the City of Rancho Cordova and Sacramento County. Figure 5-2 below shows the City boundary and District boundary.

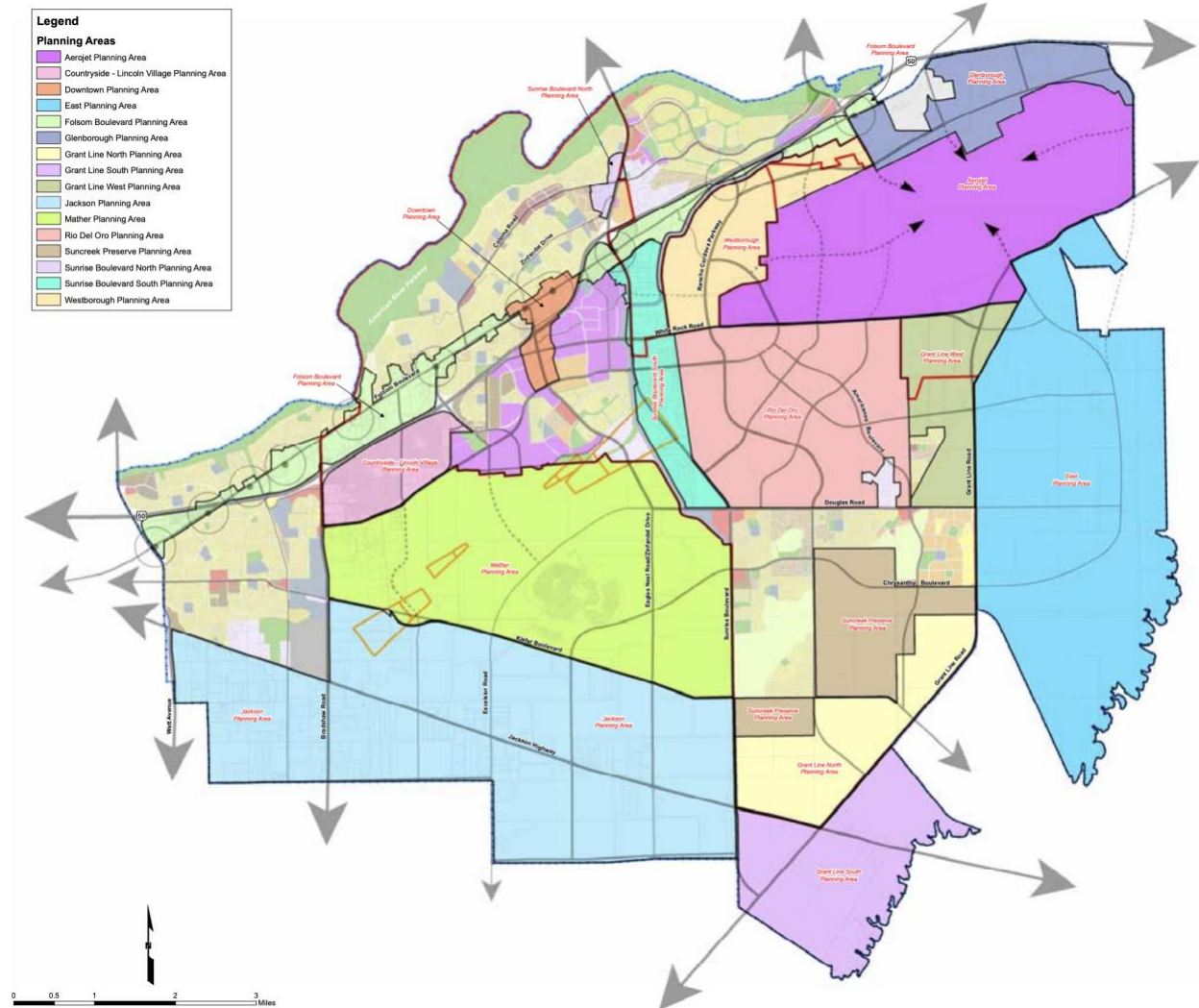
5.3.1 City of Rancho Cordova General Plan

The entirety of the City of Rancho Cordova is located within the Cordova Recreation and Park District boundary. The City plans for future growth through its General Plan which is a long-term comprehensive framework to guide physical, social, and economic development within the community's planning area. The General Plan for the City of Rancho Cordova was adopted in June 2006; however, some updates were made to specific elements within the General Plan more recently. The Land Use Element was updated in January 2015 and is where the bulk of information for this section originates. Figure 5-2 shows a map of the District and the existing City of Rancho Cordova boundary. The City makes up the majority of the central portion of the District, with areas of the County making up the east and west areas.

Figure 5-2: Map of the City of Rancho Cordova and the CRPD District Boundary

Within the City of Rancho Cordova is a mix of land uses with the majority being residential followed by parks and open space and natural resources. Land within the Parks and Open Space category is designed to be used for both active and passive recreational activities, such as parks, lakes, golf courses, and trails. Typically, parklands within the City are under the jurisdiction of the Cordova Recreation and Park District; however, they may be commercial recreational facilities that are principally oriented toward outdoor uses. Typically, public open space lands will be administered by the City but may be held in either public or private ownership. Land within this category may also be used for detention basins, creek ways, and other more passive uses when co-located next to active recreational uses or when open spaces serve two uses, such as a ball field in the summer and a detention basin in the winter (City of Ranch Cordova, 2015).

The City is divided into multiple planning areas with separate specific land-use plans for each area (City of Rancho Cordova, 2015). Figure 5-3 shows a map of the planning areas.

Figure 5-3: City of Rancho Cordova Planning Areas

The City's General Plan Land Use Element provides a breakdown of land uses by acreage within the City and for the entire planning area. The planning area for the City closely aligns with the existing boundaries of CRPD except for the Grant Line South Planning Area, the East Planning Area, and portions of the Jackson Planning Area. Table 5-3 shows the acreages for the City and the entire city planning area (City of Rancho Cordova, 2015).

Table 5-3: General Plan Land Use Categories by Acreage for the City and the Entire Planning Area

Land Use	Acreages	
	City Only	Entire Planning Area
Public/Quasi-Public	1,138	4,992
Parks and Open Space	2,392	4,202
Natural Resources	1,864	11,115
Rural Residential	0	1,135
Estate Residential	34	3,983

Land Use	Acreages	
	City Only	Entire Planning Area
Low Density Residential	6,752	17,532
Medium Density Residential	3,423	3,689
High Density Residential	450	699
Residential Mixed Use	62	122
Office Mixed Use	1,788	2,906
Commercial Mixed Use	439	791
Village Center	222	447
Local Town Center	68	145
Regional Town Center	112	286
Transit Oriented Town Center	77	231
Light Industrial	961	3,901
Heavy Industrial	224	1,142
Surface Mining	0	871
TOTAL	20,006	58,189
<i>Source: City of Rancho Cordova, 2015</i>		

Approximately 12 percent of land uses within the City are designated as parks and open space, 9.3 percent natural resources, and 53.6 percent residential. Parks and open space are anticipated to make up 7.2 percent of land uses in the entire planning area with 46.7 percent made up of residential land uses. The Planning Areas for the City also include Mather Airport, which is outside of the City boundary in Sacramento County. The Airport occupies approximately 2,253 acres of land and is surrounded by a mix of residential, commercial, industrial, and open land uses (Sacramento County, 2013).

5.3.2 County General Plan

The District's southwestern and northeastern portions that are not included in the City of Rancho Cordova are entirely unincorporated and subject to the land use policies and regulations of Sacramento County. Most land-use decisions, initiated by private property owners over the last decade, are secured via entitlements and land-use permits from Sacramento County and other agencies. As with the City, the County plans for its future growth through its General Plan. The Sacramento County General Plan was adopted in 2011 with a planning horizon to 2030. Individual elements for the General Plan have since been updated separately. The 2021-2029 Housing Element was adopted in March 2022, with the most recent amendment occurring to the Land Use Element in October 2020. The Land Use Element establishes an Urban Service Boundary (USB) indicating the ultimate boundary of the urban area in the unincorporated County. This boundary is based upon jurisdictional, natural and environmental constraints to urban growth. The entire east side of the City of Rancho Cordova Planning Areas boundary aligns with the Urban Services Boundary, suggesting that growth will not continue east of this boundary except "under extraordinary circumstances" (Sacramento County, 2020). Areas of the City and the District include resource conservation area combining designations to identify areas with special resource management needs. The intent of these areas is to develop programs and incentives to assist landowners with resource protection and enhancement (Sacramento County, 2020).

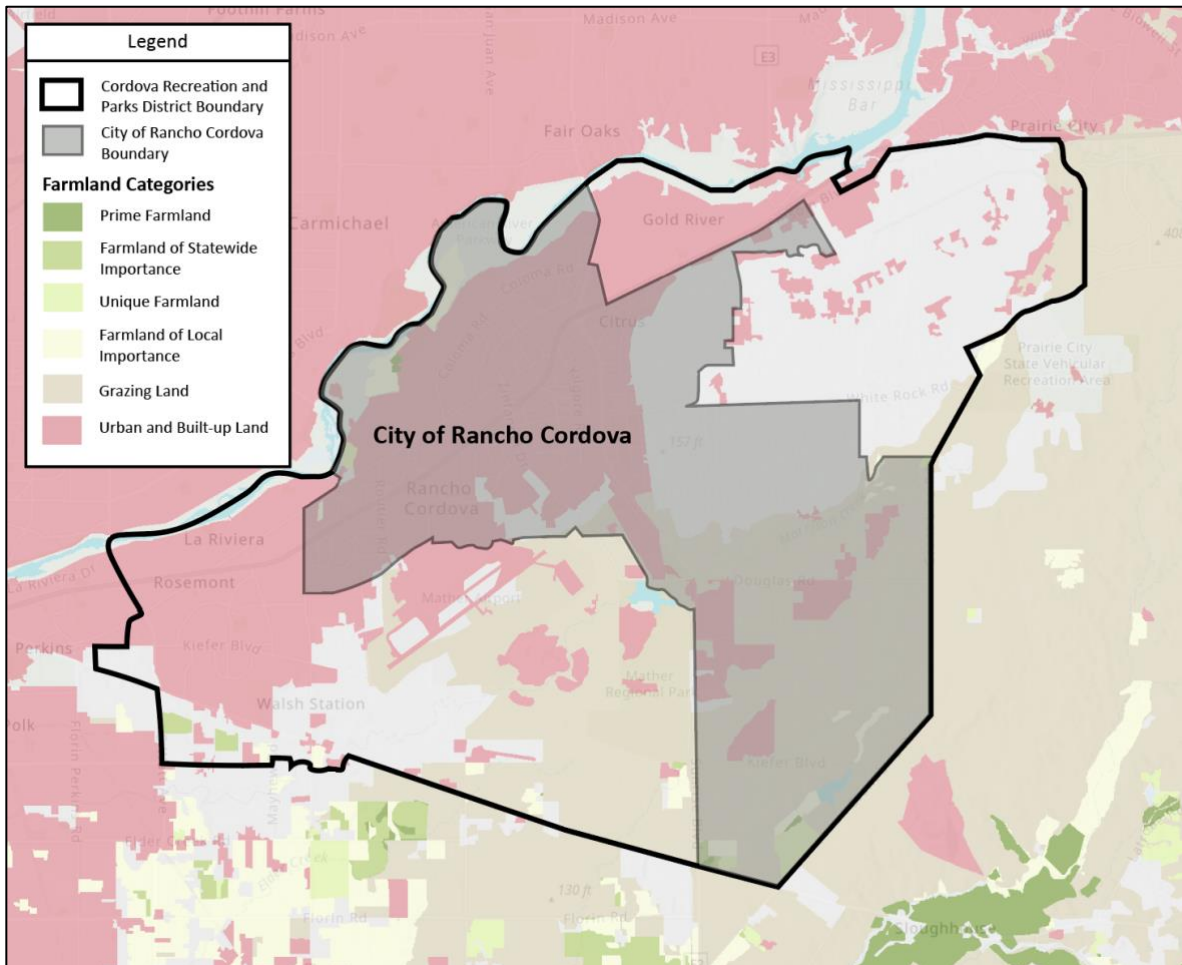
5.4 Agriculture and Open Space

Agricultural land is an essential resource in California, and the CKH Act suggests that an aim of LAFCO is to protect open space and agriculture. LAFCO has an interest in documenting the conversion of agriculture and open space lands to other land use types, such as residential use. LAFCO's MSRs consider the present and planned land uses in the area, including agriculture and open-space lands. State law empowers LAFCO to "discourage urban sprawl, preserve open-space and prime agricultural lands, and encourage the orderly formation and development of local agencies based upon local conditions and circumstances" through the implementation of LAFCO's tools such as MSRs and SOIs.

The Cortese-Knox-Hertzberg Local Government Reorganization Act, Government Code Sec. 56064 defines "Prime Agricultural Land" (PAL) as an area of land, whether a single parcel or contiguous parcels, that has not been developed for use other than an agricultural use and that meets any of the following qualifications:

- (1) Land that qualifies, if irrigated for rating as class I or class II in the USDA Natural Resources Conservation Service land use capability classification, whether or not land is actually irrigated, provided that irrigation is feasible;
- (2) Land that qualifies for rating 80 – 100 Storie Index Rating;
- (3) Land that supports livestock used for the production of food and fiber that has an annual carrying capacity equivalent to at least one animal per unit acre as defined by the United States Department of Agriculture in the National Range and Pasture Handbook, Revision 1, December 2003; and
- (4) Land planted with fruit or nut bearing trees, vines, bushes, or crops that have a nonbearing period of less than five years and that will return during the commercial bearing period on an annual basis from production of unprocessed agricultural plant production not less than four hundred (\$400) per acre.

Sacramento LAFCO aims to protect open space and agricultural uses. The California Farmland Mapping and Monitoring Program (FMMP) managed by the California Natural Resources Agency has provided data for agricultural classifications in the City of Rancho Cordova and Sacramento County unincorporated areas as shown in Figure 5-4. 2018 is the year with the most recent mapping data for Sacramento County.

Figure 5-4: Cordova Recreation and Park District Important Farmland

Some agricultural land remains in the City boundary and within the CRPD boundary. More extensive agricultural land is found adjacent to the CRPD boundary on the east and south sides. Much of the undeveloped lands within CRPD are classified as grazing land, specifically the southeast and southwest sides of the District. The categories shown include grazing land, farmland of local importance, prime farmland, farmland of statewide importance, and unique farmland (CA Dept. of Conservation, FMMP, 2021). A breakdown in acreage by farmland category type can be seen in Table 5-4.

Table 5-4: Acreage by Category Type within CRPD Boundary

Category Type	Acres
Prime Farmland	34.12
Farmland of Statewide Importance	140.30
Unique Farmland	225.10
Farmland of Local Importance	659.23
Source: CA Dept. of Conservation, FMMP, 2021	

In addition to agricultural lands, areas within the CRPD boundary fall within the South Sacramento Habitat Conservation Plan (SSHCP). The SSHCP encompasses a 317,000-acre area in south Sacramento County and streamlines federal and state permitting for development and infrastructure projects while conserving habitat. The Plan Area is divided into two components: inside and outside the Urban Development Area (UDA). All proposed urbanization and some preserves will occur inside the UDA. Most preservation will occur outside of the UDA and help to protect agricultural lands as well as habitat. The majority of the undeveloped land area in CRPD falls under the UDA for the SSHCP. The Plan is part of an interconnected regional preserve system of over 36,000 acres that will be created over the next 50 years to protect twenty-eight plant and wildlife species and their natural habitats.

The City of Rancho Cordova and Sacramento County have the power to approve or disapprove land developments on farmland and open space through their respective General Plans. As mentioned previously, CRPD is not a land use authority, therefore all conversions of agricultural lands and open space would be under the direction of the City and the County within CRPD's boundary.

5.5 Jobs/Housing Balance

Jobs to housing balance is a commonly used planning metric that enumerates the ratio of jobs to housing units. LAFCO utilizes this metric because it is indicative of the socio-economic factors and is required to consider under the following:

- Government code 56001 states that the Legislature recognizes the provision of housing for persons and families of all incomes is an important factor in promoting orderly development under LAFCO's purview.
- Government code 56668 requires the commission to consider 15 (a-q) specific factors when reviewing proposals for change of organization to help inform the Commission in its decision-making process.

The City of Rancho Cordova's 2021-2029 Housing Element describes employment and housing trends for the City. According to Sacramento Agency Council of Governments (SACOG), employment in Rancho Cordova is expected to grow from 59,503 jobs in 2016 to 79,410 jobs in 2040. The City has a very strong employment base with an estimated jobs/housing balance of approximately 2:1, meaning there are two jobs for every household. A jobs/housing balance under 1.5 is a sign of a bedroom or mainly residential community while a jobs/housing balance over 2 is a sign of a jobs-rich community. SACOG's estimates support the impression of Rancho Cordova as a strong jobs center (City of Rancho Cordova, 2021).

5.6 Potential Future Development

The City of Rancho Cordova Planning Area encompasses the majority of the District area. Within the undeveloped areas of the City Planning area the City has defined anticipated development potential in the General Plan Land Use Element. Table 5-5 details the anticipated acreage, dwelling units, population, density, and employment of each planning area. As mentioned previously the Grant Line South Planning Area, the East Planning Area, and portions of the Jackson Planning Area are not within the existing District boundary/SOI.

Table 5-5: Planning Area Development Potential for the City of Rancho Cordova (2015)

Planning Area	Acres	Dwelling Units	Density	Population	Employment
Aerojet	5,285	0	0.00	0	4,570
Countryside/Lincoln Village	712	3,558	7.39	8,694	5,715
Downtown	363	2,986	34.12	6,479	16,000
East*	7,353	10,390	1.55	27,781	5,644
Folsom Boulevard	1,629	10,476	24.40	22,936	26,704
Glenborough	1,336	4,434	7.07	10,344	9,747
Grant Line North	1,846	6,916	5.23	16,601	3,634
Grant Line South*	2,490	3,667	1.62	9,816	3,235
Grant Line West	1,307	3,393	2.88	9,043	1,747
Jackson*	8,602	5,806	1.93	15,457	10,753
Mather	6,306	1,982	3.55	5,175	15,841
Rio del Oro	3,768	11,366	5.53	27,987	12,067
Suncreek/Preserve	1,762	9,263	9.20	21,236	1,331
Sunrise Boulevard North	95	630	16.36	1,367	1,561
Sunrise Boulevard South	995	0	0.00	0	14,436
Westborough	1,695	6,078	4.63	15,714	5,521
<i>Source: City of Rancho Cordova, 2015</i>					
<i>*These planning areas are partially or wholly outside of the existing CRPD boundary.</i>					

The Mather Planning Area encompasses Mather Airfield, an area identified by the County as an area of economic interest. The Airfield is a former military base that transferred from the Federal Government to the County for redevelopment purposes. The County's objective with the property is to serve as a major catalyst for redevelopment and economic development of surrounding jurisdictions and the Sacramento Region.

In 1965, the California Legislature established provisions in the Subdivision Map Act for the dedication of parkland, called the Quimby Act. This act allows local agencies to establish ordinances requiring residential subdivision developers to provide land or in lieu fees for park and recreation purposes and allow those agencies to specify acceptable uses or restrictions on the expenditures of such lands or fees. New development in the District can fall within the City of Rancho Cordova or Sacramento County, and each require slightly different Quimby parkland dedication for new projects:

- City of Rancho Cordova: 5.00 acres of Quimby parkland per 1,000 residents
- County of Sacramento/Unincorporated: 4.87 acres of Quimby parkland per 1,000 residents

It is anticipated that Quimby parkland dedications for known development projects will add approximately 760 acres of new parkland to CRPD at full buildout.

The District Board adopted a *Master Plan for New Development in Incorporated Areas* in 2014, which provides guidance for the provision of park and recreation facilities related to current and future

development projects (CRPD, 2014a). The *September 2012 Facility Service Level Standards* was incorporated into the 2014 Master Plan. The District is currently refreshing long-term planning guidance through the preparation of a *Parks, Facilities, and Recreation Optimized Plan*. This Plan is anticipated to provide guidance for District-wide provision of park and recreation facilities for 10 plus years. The Optimized Plan is scheduled for completion and adoption by the CRPD Board of Directors by the end of 2023 (CRPD, 2022a).

5.6.1 Cordova Hills Development

The CRPD identified the Cordova Hills development, adjacent to the east boundary of the District along Grant Line Road in unincorporated Sacramento County, as an area with the potential of being incorporated into the District's Sphere of Influence (SOI) as part of LAFCO's request for information. The project includes approximately 2,669 acres developed into six distinct Villages in addition to a University/College Campus Center. Each Village is anticipated to include a mix of residential, retail, service centers, parks, and schools.

On March 12, 2013, the County Board of Supervisors approved a Zoning Ordinance Amendment (Ordinance No. SZC 2013-0003) to adopt the Cordova Hills Special Planning Area (SPA). The development will be required to dedicate a total of 106.9 acres of active parks within the Cordova Hills community. The Cordova Hills Master Plan includes 99.1 acres designated as active park and 150.6 acres designated as "Recreation-2" which allows parks and passive open space uses. Funding for all maintenance and operations of the park properties will be provided through one or more of the Cordova Hills Special Financing Districts according to the Cordova Hills Development Agreement between the developers and the County of Sacramento signed September 5, 2013 (County of Sacramento, 2013b).

The District was informed by Sacramento County staff that this development should not be considered as part of CRPD's SOI. The County is working with the developers to have the parks and recreation service needs for the development met by the homeowner's association. Therefore, this project will not be included as part of CRPD's SOI (CRPD staff, personal communication, January 2023). More information on the District's SOI can be found in Chapter 11.

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Chapter 6. Disadvantaged Unincorporated Communities

A Disadvantaged Unincorporated Community (DUC) is an unincorporated area of a County in which the annual median household income (MHI) is less than 80 percent of the statewide MHI. The statewide annual median household income (MHI) in California for the year 2021 was \$84,097 (U.S. Census, 2022). The year 2021 is utilized as the baseline year because it is the most recent year for which numerical and spatial (GIS) data is available. Eighty percent of the statewide MHI (2021) equals \$67,228, the threshold used to determine which geographic areas qualify for classification as a disadvantaged community. This DUC analysis used Census Tracts to determine DUCs because this level of analysis provides the most uniform income data available statewide. Data for this report was taken from the 2017-2021 American Community Survey 5-Year Estimates at the census tract level from the Department of Water Resources Disadvantaged Communities Mapping Tool (DWR, 2021).

Within the boundaries of CRPD are located 10 Census Tracts that meets the DUC threshold. Only three of these census tracts are located within the unincorporated areas of Sacramento County and are therefore classified as disadvantaged unincorporated communities as detailed in Table 6-1 below.

Table 6-1: MHI in Census Tract for Cordova Recreation and Park District

Census Tract Code (2022)	Census Tract	Population ¹	Number of Households ²	Median Household Income (2021) ³
008907	89.07	5,277	1,982	\$66,071
008908	89.08	5,204	1,977	\$62,866
008911	89.11	2,434	872	\$48,077
008913	89.13	4,320	1,618	\$60,318
009005	90.05*	3,511	1,200	\$55,833
009006	90.06	5,649	1,816	\$57,333
009007	90.07	3,084	971	\$42,879
009008	90.08	5,143	1,855	\$66,022
009105	91.05*	2,905	1,022	\$61,667
009110	91.10*	1,873	774	\$41,630

Source: US Census

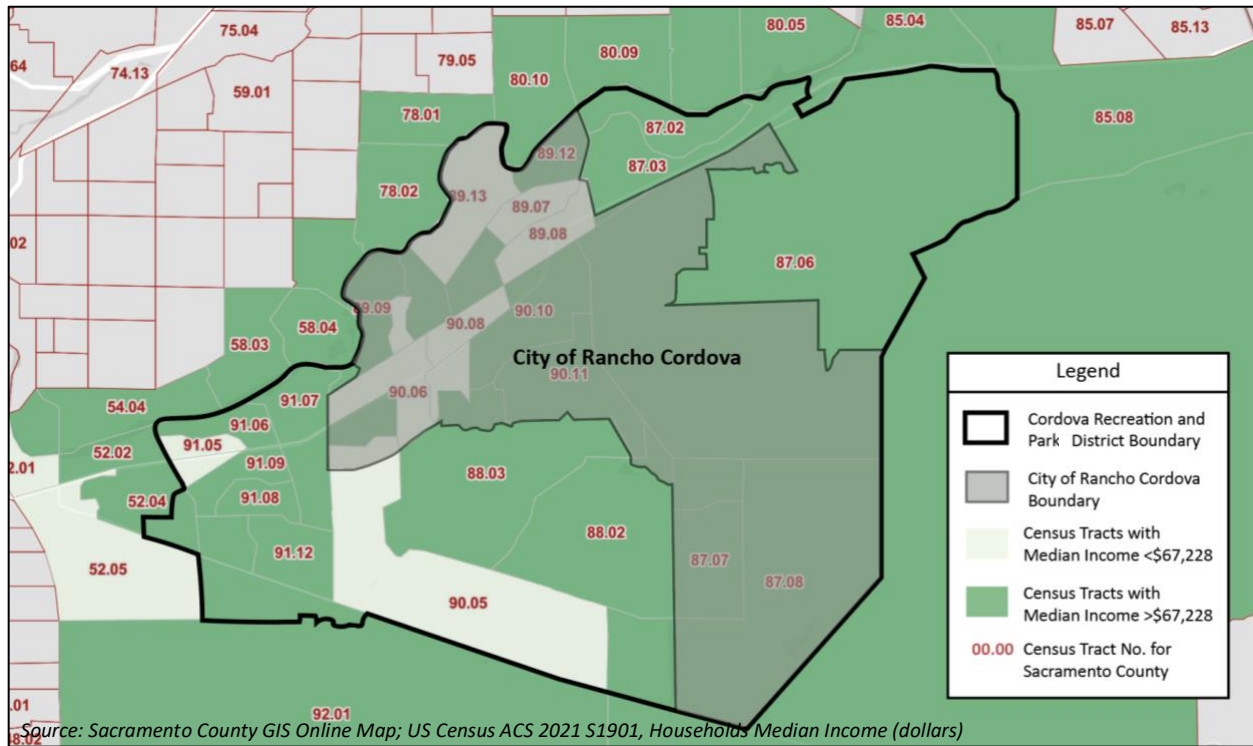
¹Population numbers are from the 2020 Decennial census (Table P1)

²Total households comes from the 2021 American Community Survey 5-Year Estimates (Table DP02)

³Median household income is from the 2021 American Community Survey 5-Year Estimates (Table S1901)

***Census Tracts located within unincorporated Sacramento County within CRPD boundaries**

In addition, there is one Census Tract (52.05) adjacent to the CRPD boundary on the west side as shown in Figure 6-1 that also qualifies as a DUC.

Figure 6-1: Census Tracts by Median Income within CRPD Boundary (2021)

The California State Parks Community FactFinder tool analyzes demographics and park acres within a half mile of a selected point. The CRPD used this tool to identify disadvantaged communities with an average per capita income within the range of \$42,737 - \$56,982, and severely disadvantaged community defined by an average per capita annual income of less than \$42,737. The CRPD provided consultants with an analysis of demographics and park acres within a half mile of a selected point using this tool as shown in Table 6-2.

Table 6-2: California State Parks Community FactFinder Tool Data within ½ Mile of Selected Point

White Rock Community Park (White Rock / Cordova Town Community)	
Selected Point Latitude, Longitude	38.58479111,-121.30017757
Census Tract	90.08
Total Population	6,416
Youth Population	1,833
Senior Population	586
Median Household Income	\$54,242
Per Capita Income	\$24,270
People in Poverty	1,441
Households Without Access to a Car	249
Parks Total Area	13.29 acres
Parks per 1,000 People	2.07 acres

Salmon Falls Park (Larchmont Community)	
Selected Point Latitude, Longitude	38.56034847,-121.37193203
Census Tract	91.05
Total Population	5,868
Youth Population	1,307
Senior Population	715
Median Household Income	\$56,090
Per Capita Income	\$28,235
People in Poverty	1,556
Households Without Access to a Car	205
Parks Total Area	9.02 acres
Parks per 1,000 People	1.54 acres
Dave Roberts Community Park (Walnut Wood Community)	
Selected Point Latitude, Longitude	38.61190950,-121.28056526
Census Tract	89.13
Total Population	5,709
Youth Population	1,270
Senior Population	810
Median Household Income	\$58,664
Per Capita Income	\$26,904
People in Poverty	823
Households Without Access to a Car	134
Parks Total Area	42.04 acres
Parks per 1,000 People	7.36 acres
Countryside Park (Countryside Community)	
Selected Point Latitude, Longitude	38.57233013,-121.31412506
Census Tract	90.06
Total Population	5,474
Youth Population	1,573
Senior Population	648
Median Household Income	\$53,080
Per Capita Income	\$21,977
People in Poverty	967
Households Without Access to a Car	117
Parks Total Area	10.88 acres
Parks per 1,000 People	1.99 acres

The District does not meet its goal of 5 acres of park per 1,000 residents as shown in Table 6-2 for the residents within a ½ mile radius of the neighborhood parks of Salmon Falls and Countryside as well as the

White Rock Community park. Only one of these three parks, the Salmon Falls neighborhood park, is located within census tracts that have been identified by consultants as within the unincorporated area of Sacramento County. The Salmon Falls neighborhood park is located within DUC Census Tract 91.05 and provides only 1.54 acres of parks per 1,000 people.

The unincorporated areas are provided numerous public services. Water service to the DUCs is provided by the California American Water Company (Cal Am) or the Sacramento County Water Agency. Wastewater service is provided by Sacramento Area Sewer District (SacSewer) and Sacramento County Regional Sanitation District (Regional San). Fire protection services are provided by the Sacramento Metropolitan Fire District (Sac Metro Fire). Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.

Recommendation: The consultant recommends CRPD consider including the feasibility of expanding parks facilities or adding new parks facilities within the Salmon Falls neighborhood park geographic area during the Optimized Plan process in order to increase park facilities to meet the CRPD goal of 5 acres of park per 1,000 residents.

Chapter 7. Present and Planned Capacity of Public Facilities and Services

The Cordova Recreation and Park District provides leisure facilities and recreation programs within its boundaries. Facilities include community and neighborhood parks, community pools and splash parks, dog parks, an 18-hole golf course, a sports center, and landscape/trail maintenance. Programs for the District include Adults 50+ programming, youth and adult sports, youth activities, adult leisure programs, and aquatics programs.

7.1 Facilities and Service Overview

The District manages 43 parks, 10 community parks and 33 neighborhood parks, totaling 372 acres throughout the District. The full list of community and neighborhood parks can be seen Appendix A. In addition, the District manages approximately 218 acres of recreational land in trail corridor parcels, a golf course and a former shooting center currently being reimaged for a different recreation use. The District has a total of 590 acres of recreational land in its inventory. The District also owns and maintains approximately 40 acres of landscaped corridor parcels that are not included in the recreational land acreage. The District manages multiple community centers including the HYDE Out Teen Center, the Hagan Community Center and Barn, the Neil Orchard Senior Activities Center, the White Rock Community Clubhouse, and the Cordova Golf Course facility. The high level of services provided at the parks and community facility locations include unique opportunities for residents such as the Future Farms of America (FFA) program in partnerships with Cordova High School and Soil Born Farm (CRPD, 2022a; CRPD, 2022b).

7.1.1 *Existing District Planning Documents*

In order to plan for maintenance and growth of the District's present and planned facilities and services, the District has developed and adopted multiple documents as described below:

- *Cordova Recreation & Park District Inventory & Assessment Plan – Final (2012)*: This document serves as the District's Strategic Master Plan to proactively address current and future growth needs for the next 10 years. This document is outdated as of 2022, however the District is currently in the process of creating the *Parks, Facilities, and Recreation Optimized Plan*.
- *Master Plan for Incorporated Areas (2014)*: This document focuses on future development areas within the Rancho Cordova City Limits and should be updated every five to ten years.
- *Park Impact Fee Nexus Study (2014)*: This study provides the basis of the District's Park Fee Program to fund new parks and improvements in the incorporated City of Rancho Cordova areas of the District. The City implements this fee through development agreements and Conditions of Approval, applying to all future residential development within the District that is not subject to development agreements that mitigate the park impacts. AB 602 requires that nexus studies and

associated impact fee programs be updated every eight years, from the period beginning on January 1, 2022.

- *Park Impact Fee Nexus Study for Unincorporated County Areas (2021)*: This study provides the basis of the District’s Park Fee Program to fund new parks and improvements in the unincorporated Sacramento County areas of the District. This fee is negotiated and implemented through park development agreements and Conditions of Approval on a per development basis.
- *Design & Construction Standards Manual (2021)*: This manual is intended for designers, developers, contractors, and consultants working on park projects in the District.
- *Reserve Study (2014)*: CRPD contracted with the Browning Reserve Group (BRG) to conduct a Reserve Study of the District General Fund, PMRID Community Regional Parks and Facilities, PMRID Gold River, Cordova Golf Course, Independence at Mather, PMRID Rancho Cordova, PMRID Rosemont, Larchmont, Riviera East, Sunridge, and Villages of Zinfandel.
- *Capital Improvement Plan (2019-2024)*: The District has a current Capital Improvement Plan (CIP) that is reviewed and updated regularly to implement the community’s changing needs, priorities, and funding opportunities.

As mentioned previously, the District is in the process of producing the *Parks, Facilities, and Recreation Optimized Plan*. This Plan is anticipated to provide guidance for District-wide provision of park and recreation facilities for 10 plus years. This Plan is scheduled for completion and adoption by the CRPD Board of Directors by the end of 2023 (CRPD, 2022a).

7.2 Recreational Programming

The District offers numerous classes and programs throughout the year at its various parks and community facilities. These are divided into the following categories and include:

- **Early Childhood**: Zumbini, gymnastics, baby ballet, pre-ballet, tennis lessons, soccer leagues, and pee wee sports. The District runs a Preschool Program that is Science, Technology, Engineering, Art, and Math (STEAM) focused for children 3 years of age to 4 years 9 months;
- **Youth Programs**: Park adventures, youth game nights, gymnastics, dance, tennis lessons, pee wee sports, kingdom taekwondo, kingdom basketball, soccer training, futsal factory, junior tennis, swim lessons and clinics, and sports camps. There are sports leagues for flag football, basketball, soccer, and street hockey as well as various arts and entertainment options such as cooking with kids;
- **Teen Programs**: After-school teen program at the HYDE Out, youth advisory committee, teen late nights, teen all-stars, teen outdoor adventures, babysitter training, career workshops with CRPD, swim lessons, swim team, and synchronized swim team;

- **Adult Programs:** Kingdom Taekwondo, Tai Chi, Pilates, yoga, exercise, friends through fitness, jump roping, adult and pediatric CPR training, walking to get fit, country line dancing, advanced country line dancing, adult sports leagues, and trips and excursions;
- **Active Senior Programs:** Neil Orchard Senior Activities Center (NOSAC) Membership activities, advanced country line dancing, intro/beginner line dancing, Pilates, Intermediate beginner line dancing, yoga, Tai Chi, walking to get fit, Zumba gold, exercise, computer classes, smart phone classes, and arts and crafts. The NOSAC also offers free information presentations, a senior center newsletter, a Senior Advisory Board, and special events and excursions; and
- **Aquatics Programs:** Season passes to the Cordova Community Pool and Lincoln Village Community Pool; rentals for events; public swim; community spray parks; group swim lessons for infants, toddlers, children, teens, and adults; private swim lessons; lap swim; lifeguard training; swim conditioning clinics; synchronized swimming clinics; and two swim teams, the Cordova Blue Marlins and the Cordova Cordettes (synchronized swim team).

In addition to the above listed classes and programs, the District offers multiple camps for kids including sports camps; outdoor adventure camps; and a Science, Technology, Engineering, Art, and Math (STEAM) camp. More details on the District's programs can be found in Appendix B, the District Recreation Activity Guide for Spring/Summer 2022.

7.3 Parks and Community Center Services

7.3.1 *Neighborhood and Community Parks*

The 43 parks offer residents and visitors various amenities including picnic tables, playgrounds, restrooms, basketball courts, splash/spray pads, soccer fields, multi-use fields, softball and/or baseball fields, little league fields, tennis courts, and various other similar amenities. A few large community parks offer more specialized services including Hagan Community Park and Barn, the Mather Sports Complex, and the Heron Landing Community Park. The Mather Sports Complex offers multiple synthetic turf fields for various sports as well as a skate park, outdoor inline hockey rink and pétanque courts. A list of common park amenities, the number of parks that offer those amenities by park type, and the percent of total by type can be seen in Table 7-1.

Table 7-1: Number of CRPD Parks by Type with Common Amenities and as a Percent of Type Total

Amenities	No. of Neighborhood Parks	Percent of Total	No. of Community Parks	Percent of Total
Restrooms	3	9%	8	80%
Picnic Tables	30	91%	9	90%
Playground	29	88%	9	90%
Multi-use and/or Soccer fields	20	61%	10	100%
Baseball/Softball field	3	9%	8	80%
Pavilion	14	42%	6	60%

Amenities	No. of Neighborhood Parks	Percent of Total	No. of Community Parks	Percent of Total
Basketball court	11	33%	3	30%
Tennis court	4	12%	5	50%
Fitness station	2	6%	1	10%
Open grass area	4	12%	0	0%
Horseshoe pits	3	9%	0	0%
Splash/Spray Park	1	6%	4	30%
<i>Source: CRPD, 2022a</i>				

Figure 7-1 and Figure 7-2 show the percentage of amenities available by neighborhood park and community park compared to the total of each park type in graphic form.

Figure 7-1: Percentage of Neighborhood Parks with Common Amenity Compared to Total Neighborhood Parks

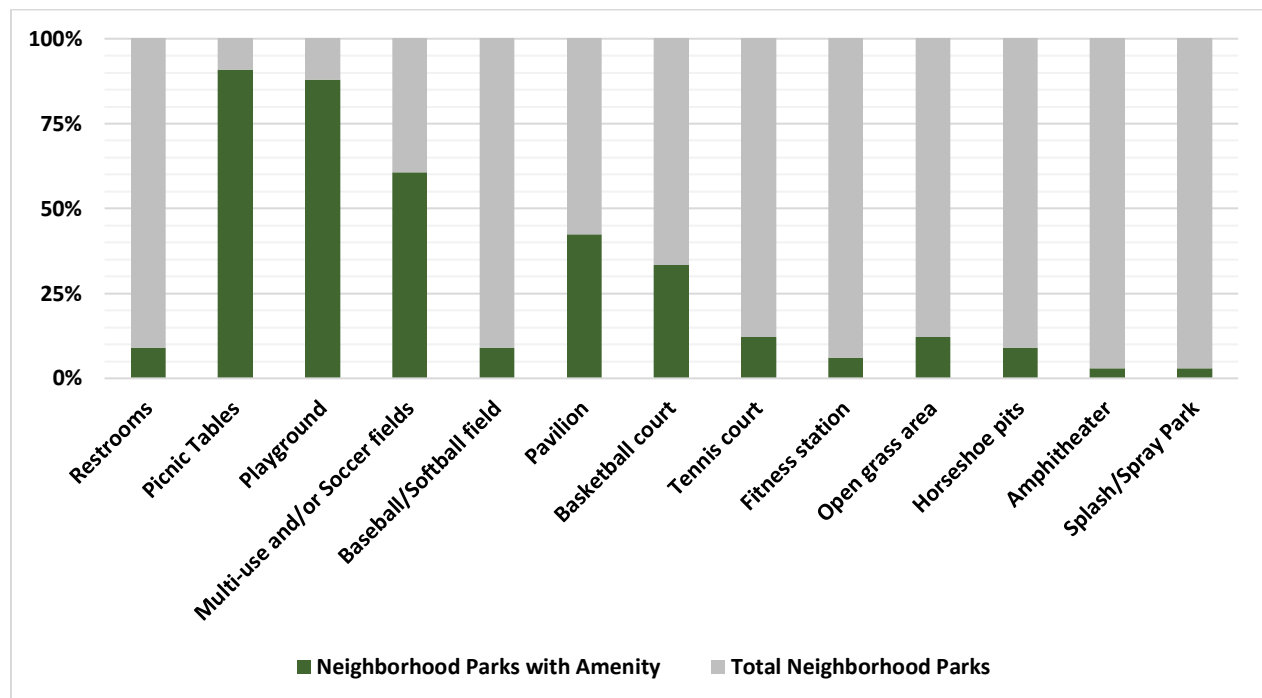
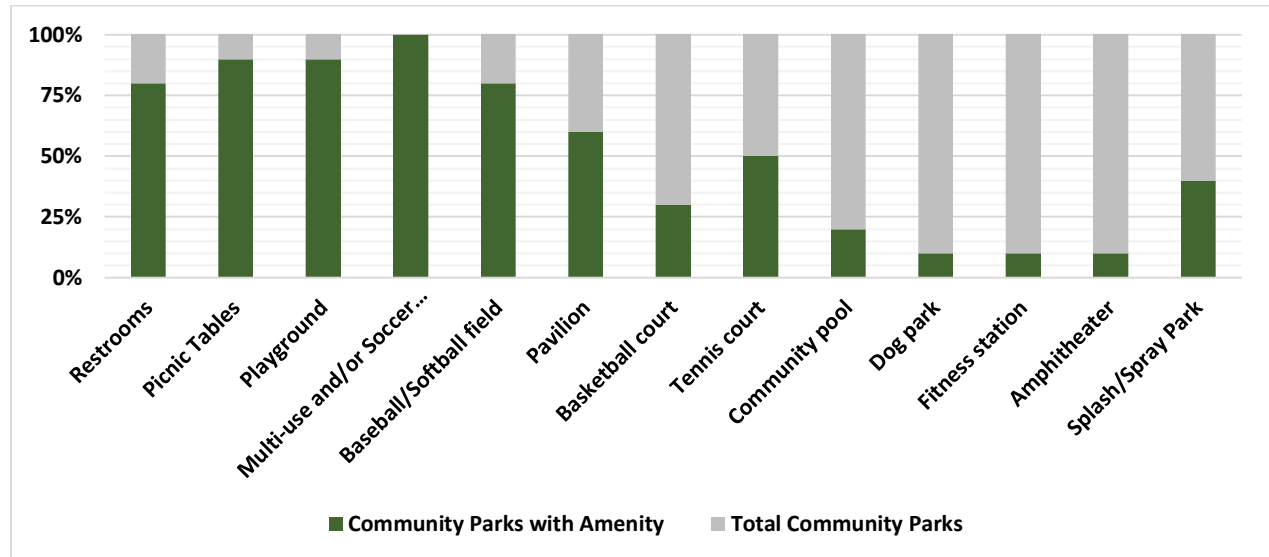


Figure 7-2: Percentage of Community Parks with Common Amenity Compared to Total Community Parks

A vast majority of the parks offer picnic tables, playgrounds, and multi-use and/or soccer fields. Nine percent of neighborhood parks and 80 percent of community parks have restrooms available for visitors. Roughly a quarter of all parks offer baseball and/or softball fields, basketball courts, and tennis courts. In addition to the amenities listed above, the District manages one dog park, two community pools, two amphitheater, and five parks with splash/spray pads for kids.

7.3.2 District Community Centers and Other Service Areas

The District manages eight facility locations as well as trails and landscape maintenance. Table 7-2 lists District facilities by location, size, and description of services and Table 7-3 lists trails and landscape maintenance areas.

Table 7-2: District Facility by Location, Size, and Description

Facility Name	Location	Size	Description/Amenities/Programs
The Center Property	111551 Douglas Rd Rancho Cordova	73.27 acres	Open and undeveloped property. Formerly the Shooting Center which closed in 2017.
Cordova Golf Course	9425 Jackson Rd Rancho Cordova	82.33 acres	18-hole public golf course consists of a lighted driving range, pro shop, restaurant, and practice green.
Hagan Community Barn	2197 Chase Dr Rancho Cordova	1,300 sq ft	Dedicated to sharing farm animals with the community and teaching youth about farm-to-fork principles. Tours and rentable parties available.

Hagan Community Center	Building 1 2197 Chase Dr Rancho Cordova	3,800 sq ft	Restrooms, meeting and event space, tables and chairs, prep kitchen, on-site staff, and an outside patio. The District runs various camps at this location. The rooms are available to rent for wedding receptions, reunions, dances, private parties, and other group activities.
	Building 3 2197 Chase Dr Rancho Cordova	1,000 sq ft	Meeting space, preschool and rental space
The HYDE Out Teen Center and CRPD Staff Offices	Building 2 2197 Chase Dr Rancho Cordova	6,500 sq ft	Staff offices, meeting space, gaming tables, restrooms, meeting and event space, tables and chairs, snack food and beverage. Open to 6 th – 12 th graders when school is in session
Mather Sports Center	3755 Shriever Ave Mather	27,800 sq ft	Gymnasium, dance studio, weight room, cardio room, three racquetball courts, and locker rooms. Adjacent to Mather Sports Complex.
Neil Orchard Senior Activities Center	3480 Routier Road Sacramento	10,000 sq ft	Offers programs for seniors and the general community in arts and crafts, bingo, nutrition, health checks, legal services, martial arts, trips, and special events.
White Rock Community Clubhouse	10488 White Rock Rd Rancho Cordova	3,575 sq ft	Meeting and event space, restrooms, tables and chairs, prep kitchen. Updated in 2011. Adjacent to White Rock Community Park.
Source: CRPD, 2022a			

Table 7-3: Trails and Maintenance Areas for CRPD

Name	Areas Included	Total Acres	Maintenance Description	Type
Villages of Zinfandel Trail Corridor	<ul style="list-style-type: none"> Corvina Trail North Mather Trail Alexander Trail Stone Creek Veranda Trail Other miscellaneous trail corridors 	57.23	Sidewalk, entry and sound wall, plants, trees, turf, and irrigation	Trails
CRPD Trail Easements	<ul style="list-style-type: none"> Anatolia I and II Trail Corridor Parcels 	5.42	Sidewalk, entry monument, sound wall, mowing curb, bike pathway, plants, trees, turf, and irrigation.	Trail Easements for maintenance.

CRPD Landscape Maintenance Areas	<ul style="list-style-type: none"> • Villages of Zinfandel Maintenance Areas • Anatolia I and II Landscape Maintenance Areas • Anatolia III Landscape Maintenance Area • Sunridge Development Landscape Maintenance Area • Somerset Ranch Landscape Maintenance Area 	40.79	Sidewalk, entry monument, sound wall, mowing curb, plants, trees, turf and irrigation.	Landscape Corridor Maintenance Areas adjacent to public streets.
Source: CRPD, 2022a				

Cordova Golf Course

The Cordova Golf Course features three sets of tees to test all skill levels, a lighted driving range, a practice putting/chipping green, electric golf carts, push carts, and a pro shop. Private or group golf lessons are available for all levels and junior golf clinics for kids ages 6-18. Instructors are PGA professionals or former PGA Tour players. Multiple leagues play at the Cordova Golf Course including the Cordova Golf Club, Cordova Women's Club, Cordova Couples Club, The Chippers, The Bandits, the Friday Group, and the 45'ers. The facility welcomes tournaments and can accommodate up to 70 players riding in electric golf carts, plus another 20 walkers. Services include hole assignments, cart tags, scoring and more. Shotgun starts are available depending on number of players and the time of day for tee off (CRPD, 2022c).

7.4 Facilities and Services Standards

7.4.1 *Districtwide Standards*

The District developed a *Master Plan for New Development in Incorporated Areas* in 2014 for areas of the City of Rancho Cordova that were incorporated, but not yet developed. As part of this document, the District's *Inventory and Assessment Plan* (produced in 2012) was incorporated and provides refined goals and strategies for District standards, including land and facilities.

The CRPD went through an administrative change on February 16, 2012. Under the new team, the Board of Directors and staff made the decision to revise park development standards to make park facilities attractive, reasonable, and financially sustainable. These changes to make the park program more sustainable were as follows:

- (1) Neighborhood parks would be more passive in nature and community parks more active in nature;
- (2) The park program would also include larger, but limited district-wide attractions and facilities;

- (3) Move sports facilities and restrooms from neighborhood parks to community parks;
- (4) Increase flexibility in field use by reducing limited-use and enhancing multi-use fields;
- (5) Reducing the total number of spray ground facilities in neighborhood parks and replacing with enhanced facilities in community parks;
- (6) Replacing full-court basketball in neighborhood parks with half-court facilities; and
- (7) Eliminating CRPD-built football field and track facilities and entering into agreements with the four school districts within CRPD boundaries to utilize football and track facilities in a joint-use format.

The District's goal as described in the *Inventory and Assessment Plan (2012)* is to provide 5 acres of neighborhood and community parks per 1,000 residents to meet QUIMBY requirements (CRPD, 2014a).

Service Level Standards

As part of the Inventory Assessment Plan, the District adopted service level standards in 2014. These standards were created by a consultant utilizing comparisons with other nearby parks and recreation agencies, the National Recreation and Park Association (NRPA) guidelines, standards established by the Quimby Act in California, and recreation activity participation rates reported by American Sports Data as it applies to activities that occur in the United States. Park service areas and standards are defined as follows:

- Neighborhood Park Standards

The CRPD Inventory and Assessment Plan defines neighborhood parks as parks that are 2 acres to 15 acres in size with passive programming and a service radius area of $\frac{1}{2}$ to $\frac{3}{4}$ of a mile. Neighborhood parks should have residential street frontage on three sides (elementary school property may substitute for one street) and typically have: 1) play structure serving toddlers to 5 years old and 5 to 10 years old; 2) Group shade/picnic areas, small and medium sized; and 3) Furnishings such as benches, picnic tables, barbeques (small), and trash cans (CRPD, 2014a). The District's philosophy is for neighborhood parks to be more passive in nature.

- Community Park Standards

Community Parks are defined in the same plan as parks that are 15 acres or greater in size with active programming with a service radius of 1 – 1 $\frac{1}{2}$ miles. Community parks should be centralized in villages and community areas, bordered on two sides with residential street frontage and one side with connector roads. Community parks have active programming and typically have: 1) Restrooms; 2) Play structures – community sized; 3) Group shade/picnic areas, large and small; 4) Furnishings such as benches, picnic tables, barbeques (large and small), drinking fountains, trash cans, bike racks, etc.; and 5) Horseshoes – 2 court. The District's philosophy is for community parks to be more active in nature.

- District-wide Facilities

These facilities serve the entire District such as the Office Complex and Corporation Yard. These should be constructed in centralized locations near to or on Community Park property.

- Urban Plazas

This type of facility is considered parks that are urban in nature with a plaza-like feel and are acceptable in commercial and densely urbanized areas. This type of facility is eligible for Quimby credit and is reviewed and credited by the District on a case-by-case basis.

- Other than Quimby Parkland

Any parkland outside of the 5 acres per 1,000 population is owned and maintained by the City, County, PAO or HAO in which it is located. The District can enter into an MOU to maintain these facilities only if fully funded.

The final service levels for the District were approved by the Board of Directors in 2014. The final service levels are included for review in Appendix C.

7.4.2 Industry Standards

CRPD utilizes benchmark local and regional park districts to measure the recreation services the District provides, the facilities offered, amenities, and fees associated with programming. The current Facility Service Level Standards adopted by the Board in 2014 are rooted in an analysis of service levels of national, state, and local parks and recreation providers. The national and state comparisons included National Recreation and Park Association (NRPA) guidelines, standards established by California's Quimby Act and national recreation activity participation rates reported by American Sports Data. The local comparisons were Cosumnes Services District, City of Roseville, and City of Folsom. CRPD's service level program was tempered with hierarchical needs-based analysis performed by PROS Consulting to generate a service level that is flexible, operationally feasible, financially sustainable and addresses community needs. CRPD's service levels reflect industry standards and measurements tempered by local considerations (CRPD, 2022a).

In addition, the District reviews the information developed by the National Recreation and Parks Association (NRPA) which provides best practices and guidelines (CRPD, 2022a). The National Recreation and Park Association (NRPA) delivers park and recreation professionals national data to inform current and future decisions and equip leaders with insights that help them make the case to key stakeholders and elected officials for greater, more sustainable funding (NRPA, 2022). *The 2022 NRPA Agency Performance Review* summarizes the key findings from NRPA Park Metrics — the benchmarking resource that assists park and recreation professionals in the effective management and planning of their operating resources and capital facilities (NRPA, 2022). The District informed consultants that the District is meeting benchmarks similar to other local parks and recreation agency providers in the area including Southgate Recreation & Park District in South Sacramento, Sunrise Recreation and Park District, and El Dorado Hills Community Services District (District Staff, personal communication, December 2022).

Parks Facilities

The data presented in the *2022 NRPA Agency Performance Review* allows for comparisons between "typical" agencies using jurisdiction population or population density. The population density options range from less than 20,000 to more than 250,000 (NRPA, 2022). The CRPD lands within the 100,000 to 250,000 population range used in the report with an existing population of approximately 128,000 (CRPD,

2022a). The report provides a list of park facilities metrics for agencies within the 100,000 to 250,000 population range. Table 7-4 below shows the metric, the median for agencies within that population range, the lower quartile, the upper quartile, and the level provided by CRPD.

Table 7-4: NRPA Metrics for Agencies with 100,000 to 250,000 Population Range

Metric	Median	Lower Quartile	Upper Quartile	CRPD Service Level
Residents per park	3,170	2,205	5,854	2,977
Acres of Parkland per 1,000 residents	8.9 acres	4.6 acres	16.3 acres	4.6 acres
Outdoor Park and Recreation Facilities by Median Number of Residents per Facility				
Playgrounds	4,936			2,415
Basketball courts	8,870			5,565
Tennis courts	7,264			8,000
Multipurpose Fields	12,505			4,571
Swimming Pools	69,051			64,000
Skate Parks	103,438			64,000
Soccer fields (adult)	19,530			16,000
Multipurpose synthetic fields	54,050			25,600
Baseball fields (adult)	41,829			18,286
Softball fields (adult)	27,418			9,846
<i>Source: NRPA, 2022; Staff, personal communication, April 2023</i>				

CRPD ranks in the lower quartile of agencies that responded to the NRPA within the 100,000 to 250,000 population range for number of residents per park and acres of parkland per 1,000 residents. This is not surprising based on the District's population and the wide population range used for these metrics. The District falling below the median, but above the lower quartile suggests that the District is maintaining adequate facilities for residents when compared to other agencies nationwide with similar populations.

For outdoor park and recreation facilities, the District provides more facilities based on the median number of residents per facility when compared to the national median for playgrounds, basketball courts, multipurpose fields, swimming pools, skate parks, soccer fields, multipurpose synthetic fields, and baseball and softball fields. The District provides less facilities based on the number of residents per facility when compared to the national median for tennis courts. Based on the higher number of facilities the District provides compared to national agencies with a similar population, the District is providing a higher level of service for residents in regard to outdoor parks and recreation facilities.

Programming

Programming provided by agencies nationally span a variety of park and recreation activities. Registration fees for special programming are the largest source of non-tax revenue for most agencies with typical agencies offering 179 programs each year (NRPA, 2022). Key programming activities offered by at least seven in 10 park and recreation agencies include:

- Themed special events (offered by 90 percent of agencies)
- Social recreation events (88 percent)
- Team sports (87 percent)
- Fitness enhancement classes (82 percent)
- Health and wellness education (80 percent)
- Individual sports (76 percent)
- Safety training (72 percent)
- Racquet sports (71 percent)
- Aquatics (70 percent)

Source: NRPA, 2022

The CRPD provides programming activities in all of the categories described above. More information on the spring and summer programs typically offered by the District can be found in Appendix B. The NRPA also looked at targeted programs for children, seniors, and people with disabilities. Table 7-5 below lists programs reviewed by the report and the percent of agencies which offer those programs that have a jurisdictional population of 100,000 to 250,000. Programs that CRPD offers have a check mark next to them.

Table 7-5: Programs for Children, Seniors, and People with Disabilities by Percent of Agencies with 100,000 to 250,000 Population

Metric	100,000 to 250,000	CRPD Offers Programming (✓)
Summer Camps	88%	✓
Specific senior programs	86%	✓
Specific teen programs	76%	✓
Programs for people with disabilities	77%	✓
Science, technology, engineering, and math (STEM) programs	68%	✓
After-school programs	63%	✓
Preschool	38%	✓
Before-school programs	17%	
Full daycare	3%	
Source: NRPA, 2022; CRPD Amenities https://crpd.com/parks-facilities/ ; District Staff, personal communication, April 2023		

The District provides programming for the majority of the metrics listed in Table 7-5 above. For those which it does not provide programming, less than 20 percent of agencies nationwide with a similar population offer those programs.

7.5 Infrastructure

The District maintains a wide variety of infrastructure that supports recreation and parks activities. Types of infrastructure include picnic area tables and concrete pad sites, park benches, trash receptacles, water

fountains, dog waste stations, irrigation pumps, monument and wayfinding signage, kiosk and message boards, bocce ball courts, horse shoe pits, playgrounds, shade structures, sports fields, bleachers, sports courts, bike racks, turf and landscaping, skate parks, aquatic and spray parks, event facilities, offsite structures, parking, irrigation systems, restrooms, sidewalks, BBQ grills, landscaping, and walking trails among others at various locations throughout the District (CRPD, 2022a). A detailed inventory of infrastructure managed by the District that was conducted in 2012 can be found in Appendix D. For ease of reference, consultants have provided a short summary of some of the large-scale community center and aquatic infrastructure in the following section. A list of all fixed assets owned and maintained by the District provided to consultants in 2022 can be seen in Appendix E.

7.5.1 Community Center and Aquatic Infrastructure

Hagan Community Park



Hagan Community Park is an older 80-acre community park (60 acres irrigated) that serves as the flagship park of the District. The park houses the District Offices and meeting facilities and is utilized heavily. Hagan is situated adjacent to Cordova High School and Mills Middle School and the schools use its assets during the day (CRPD, 2012). The park includes four lit tennis courts, three playground areas, trails, group picnic areas, benches, bleachers, drinking fountains, two large multipurpose fields, one small multipurpose field, three large baseball fields, one full size basketball court, a shuffleboard court, horseshoe pits, restrooms, signage, a dog park, and the Sacramento Valley Live Streamers Railroad museum that includes a 7-1/2" and 4-3/4" gauge train track and train switching yard housing model train cars (CRPD, 2022a; 2012). Other infrastructure highlights for this park are detailed below.

District Offices & Maintenance Yard

The District offices include 25,419 square feet of office, meeting, storage and ancillary space. The District's only maintenance yard has an office building with three offices, conference room and restroom. Additional buildings include the mechanics building, special projects building, pole barn, breakroom building, and storage facilities. There are onsite gas tanks, sand and gravel bays, and a grease pit. The area is fenced, fully lighted, and has security cameras (CRPD, 2022a; 2012).

Cordova Community Pool

The outdoor Cordova Community Pool at Hagan Community Park was replaced in 2012 to provide two swimming pools, mechanical systems, a new spray feature, shade canopies, and zero depth entry in the activity pool (District staff, personal communication, April 2023). The competitive pool includes a one-meter diving board, eight deep water swimming lanes, and two warm-up/cool-down lanes (CRPD, 2022b).

The renovation included a new 3,604 square-foot equipment/locker room building, new pool decking with pedestrian lighting, new fencing in the pool area, replacement of existing fencing to meet a “no-climb-over” requirement and related site work (Sullivan, 2021).

Hagan Community Center & Barn

The Hagan Community Center includes three buildings available for rent through the District. Building (1) is a 2,280 square feet multipurpose room that can seat 200. The building includes a prep kitchen and patio. Building (2) is the HYDE Out Teen Center, a 1,520 square feet multipurpose room that includes a pool table, video games, ping-pong table, foosball table and casual seating. Building (3) is a small multipurpose room that can seat 20 (CRPD, 2022b). The District manages a petting zoo with free public access run by volunteers in a pole barn and small fenced pasture area.

Mather Sports Complex



Mather Sports Complex (MSC) is a 32. 1 acre community park also functioning as a special use complex. The complex serves as the District and regional sports destination, featuring athletic facilities for baseball, soccer, basketball, racquetball and dance, in addition to cardio and weight rooms. The complex includes picnic areas, one playground area, a skate park and trails. There are twenty pétanque courts with spectator seating, four picnic tables, benches, and trash barrels; as well as one roller hockey rink with a moveable plastic boundary fence and basketball court overlay. The hockey rink moveable walls allow for multiple options in court sizing. There is also an 832 square foot restroom with men’s and women’s facilities, bike rack and drinking fountain. Other infrastructure highlights for this park are detailed below (CRPD, 2022a; 2022b; 2012).

Fields

There are three non-mounded, irrigated, lighted and synthetic diamond fields with alternating soccer field overlays. These fields can be used for baseball or softball and include covered player’s area, pitching warm-up boxes, storage areas, trash receptacles, drinking fountains, electronic scoreboards, scorer’s areas, spectator stands, metal bleachers and metal picnic tables. There is a concession stand with restrooms and shade sails. There is also one large, mounded natural turf baseball field that is engineered, irrigated and include covered players areas, pitching warm-up boxes, and multi-level spectator bleachers; and two large synthetic multipurpose fields that are lighted and irrigated with benches, spectator seating, trash receptacles, and goal stops (CRPD, 2022a; 2022b; 2012).

Mather Gymnasium, Recreation/Fitness Center

The Recreation Center is 24,800 square feet and includes a full-size gymnasium/basketball court with two cross courts, an indoor main volleyball court with three cross courts, dance/aerobic room, two weight rooms, one cardio room, three racquetball courts, showers and lockers (CRPD, 2022a; 2022b; 2012).

Lincoln Village Community Park



Lincoln Village Community Park is a 17-acre Community Park (15.86 acres irrigated) located adjacent to the George Washington Carver public Waldorf high school and Mayhew Community Baptist Church, near the AM Winn elementary school. The park includes a community pool, the Neil Orchard Senior Activities Center, one playground area for ages 2-5 and 6-12 and sand pit. There are two horseshoe pits; 0.33 miles of concrete pathway; one group picnic area that includes six concrete tables with wooden benches on a concrete pad, and a barbeque pit; eight individual picnic areas with concrete pads, concrete tables with wooden benches, and four small barbeque grills. Other infrastructure highlights for this park are detailed below (CRPD, 2022a; 2012).

Neil Orchard Senior Activities Center

The Neil Orchard Senior Activities Center is 10,250 square feet and includes offices, meeting rooms, an arts and craft room, reception area and restrooms. The multipurpose room can seat 150 or accommodate dining and the classroom can seat 20. The facility has a commercial kitchen and on-site staff as well as a patio/outside area. The meeting and event spaces are for rent through the District and the District hosts many classes, events, and activities at the center (CRPD, 2022a; 2022b; 2012).

Sports Courts and Fields

There are 2 abutting half size basketball courts on a square with 1 hoop each and four tennis courts. The park also contains one large turf multipurpose field with soccer goals that is irrigated, non-engineered, and non-lighted as well as one non-mounded small softball field with a skinned infield that is irrigated, non-engineered and lighted with 40–50-foot basepaths. The softball field has two sets of wooden bleachers, a drinking fountain, 8-foot-high infield fencing, and six light poles 50 feet in height containing banks of individual lights (CRPD, 2022a; 2022b; 2012).

Lincoln Village Community Pool

The Lincoln Village Community Pool is surrounded by open grass areas and a shade canopy. The pool features a sloped entry, with depths ranging from zero to 5.5 feet, and showers. There is a lifeguard stall,

lifeguard building, concessions, two metal picnic tables, a bike rack, filter building and restrooms (CRPD, 2022a; 2022b; 2012).

White Rock Community Park



White Rock Community Park is a 14-acre community park that borders U.S. Highway 50 and White Rock Road. The park is connected through a pedestrian over pass to the other side of the highway. The park was updated in 2011 and features a community center, aquatic splash park, playground, picnic pavilion, four picnic areas, two basketball courts, two BBQs, a soccer field, two tennis courts, an open grass area, restrooms, and a multi-use field (CRPD, 2022a; 2022b; 2012).

White Rock Splash Park

This splash park is one of the largest of its kind in Northern California. The splash park features a dump bucket, water slides, canons, water jets, and other fun features. The park is operated by staff to ensure OSHA requirements are met for children using the facilities (CRPD, 2022a; 2022b; 2012).

White Rock Community Clubhouse

The Clubhouse features central heating and air conditioning and a small serving kitchen. The multipurpose room has a max capacity of 72 people standing or 60 seated. The room can be rented for events and alcohol can be served (CRPD, 2022a; 2022b; 2012).

7.5.2 Infrastructure Needs and Deficiencies

The District *Inventory and Assessment Plan* conducted in 2012 provided an assessment of infrastructure for some of the infrastructure at some of the park locations throughout the District. Unfortunately, not all park infrastructure or facilities were assessed in 2012. Also, the report did not clearly define the different lifecycle stages and used the terms “Stage 1,” “Stage 2,” and “Stage 3” to describe certain infrastructure. Based on descriptions in the detailed facility and park assessment found in Appendix 2 of the report, consultants have inferred that the different lifecycles can be loosely defined as follows:

- “Stage 1” is used to describe new park infrastructure that is generally of newer development and is in excellent condition;
- “Stage 2” is used to describe park infrastructure that is in generally older and is in need of some preventative maintenance such as re-surfacing, re-painting, and repair; and

- “Stage 3” is used to describe park infrastructure that is generally outdated or beyond its usable life and is in need of replacement or removal.

Since the District began work on the Optimized Plan, an inventory of existing facilities and a conditions summary of those facilities has been completed and was supplied to District staff in March 2023. District staff subsequently updated Table 7-6 below with the most recent stages for District facilities. Staff did not suggest that the stages vary from those described above in the 2012 assessment. Therefore, consultants have assumed a similar definition of stages for facility infrastructure as described in the 2012 *Inventory and Assessment Plan* detailed above. In addition, the updated inventory included additional infrastructure for some parks and new infrastructure and new parks that have been added to the District since 2012. These updates were also provided to consultants from District staff and are included in Table 7-6 below.

Table 7-6: Infrastructure Described by Lifecycle Stages in the Inventory and Assessment Plan by Park (2012)

Park	Infrastructure	Stage
Ahlstrom Park	Playground	2
	Picnic Areas	1
	Benches	1
Argonaut Park	All Assets	1
Cobblestone Park	All Assets	1
Cordova Golf Course	18-hole Course	2
	Driving Range	3
	Buildings	2
	Parking lot	2
	Paths	2
Countryside Park	Playground Area	1
	Picnic Areas	2
	Benches	1
Cypress Grove Park	All Assets	1
Dave Roberts Community Park	Playground Area	3
	Tennis courts	3
	Trail (asphalt)	1
Eagle's Nest Park	All Assets	1
Federspiel Park	All Assets	1
Gold River Park	Playground Area	3
	Overall Park	2
	Picnic Areas	1
Gold Station Park	Playground Area and overall park	1
	Picnic tables	1

Park	Infrastructure	Stage	
Hagan Community Park	Parking lots and circulation trails	3	2
	Most buildings	2	
	Playground Areas (3)	3	
Henley Park	Playground Area	3	
Heron Landing Community Park	All Assets	1	
Hillside Park	All Assets	1	
Independence Community Park	Playgrounds	2	
	Picnic Areas	2	
	Parking Lot	1	
Kavala Ranch Park	All Assets	1	
Labyrinth Community Park	All Assets	1	
Larchmont Community Park	Playground	2	
	Picnic Areas	2	
	Large multiuse fields	1	
	Tennis courts	1	
Larchmont-Rossmoor Park	Playground Area	2	
Lincoln Village Community Park	Neil Orchard Senior Activities Center	2	
	Playground Area	2	
	Tennis courts	3	
	Trail (concrete)	1	
	Basketball Court	3	
Manlove Park	Playground area and overall park	3	
	Bay swing set with belt seats	3	
Mather Sports Complex	Gymnasium (Mather Sports Center)	2	
	Turf fields	2	
	Skate park	1	
	Playground	1	
	Parking lots	2	
Primrose Park	Playground area	1	
	Picnic area	2	
Prospect Hill Park	Playground	2	
	Picnic area	1	
	Multiuse Field	1	
	Basketball Court	1	
Pyramid Peak Park	All Assets	1	

Park	Infrastructure	Stage
Renaissance Park	Picnic area	1
	Playground	2
	Basketball court	2
Riviera East Park	Inner trails	1
	Playground Areas	2
	Tennis courts	3
Rosemont Community Park	Playground Area	2
	Group Picnic Area	1
	Many assets and amenities	2
	Tennis courts	3
Rosemont North Park	Playground area	2
Rosswood Park	Playground Area	3
	Trail (asphalt)	3
Salmon Falls Park	All Assets	1
Sandpiper Park	Playground	2
	Pavilion	2
	Paths	1
	Multiuse Field	2
Sonoma Park	All Assets	2
Sparrow Park	All Assets	1
Stone Creek Bike Trail	Asphalt bike trail	1
Stone Creek Community Park	All other assets	1
	Skate Park	3
	Basketball Court	3
Sunridge Park	All Assets	1
Sunriver Park	Basketball Courts	2
	Playground and Fitness Stations	1
	Pavilion	1
	Backstop	2
	Paths	1
Taylor Park	All Assets	2
The Village Green	All Assets	1
Tuscany Park	Playground	2
	Pavilion	1
	Basketball Court	3
	Paths	1

Park	Infrastructure	Stage
Veterans Park	Playground	1
	Pavilion	1
	Tennis courts	2
	Basketball court	2
Waterbrook Park	Playground	2
	All other assets	1
White Rock Park	Playground	2
	Picnic Area	2
	Clubhouse	1
	Spray Park	1
	Restroom	3
	Tennis courts	2
	Basketball Courts	1
	Paths	1

As mentioned, stages in the table above were derived from the first draft of the *Optimized Plan Phase One Summary Report* provided to the District on March 21, 2023. Of the 107 individual pieces of infrastructure that were assessed in the 2023 report, approximately 47 percent were in Stage 1, 40 percent in Stage 2, and 20 percent in Stage 3. Therefore, 56 percent of the identified infrastructure in the District needs repair or replacement. When comparing the 2012 infrastructure inventory to the 2023 update, the District has continued to make infrastructure improvements since 2012 when 79 percent of identified infrastructure needed repair or replacement. This suggests the District adequately plans for and takes actions to repair and replace aging infrastructure.

Recommendation: The consultant recommends the Optimized Plan includes a detailed inventory and assessment of all parks and recreation infrastructure that provides defined metrics to determine and plan for future infrastructure needs, repairs, and replacements.

7.5.3 Deferred Maintenance

The District has internal construction, playground, irrigation, and backflow certified inspectors that continuously review infrastructure and provide recommendations to the Capital Improvement Plan (CIP) team. All District personnel are up to date with any needed certifications. The District informed consultants that no deficiency infractions or regulatory violations are active for the District (CRPD, 2022a).

A Reserve Study was performed in 2014 to provide guidance over the next 15-30 years of funding needed and lifecycle of assets. Finance has updated reserve policies to meet these sustainable recommendations. Planning updates the CIP to repair, replace and renovate amenities as determined. Existing, upgraded and deferred maintenance is financed through the Community Facility Districts, which includes a sustainable amount as part of the fee to build reserves for financing projects. New growth infrastructure is financed through Park Impact Fees and negotiated through Park Development Agreements between the City of Rancho Cordova and the County of Sacramento (CRPD, 2022a).

7.5.4 *Future Infrastructure Needs*

The District anticipates a total population of 280,000 at buildout of the undeveloped areas of the District. This projection does not include in-fill development and/or the unplanned Aerojet property located in the upper east quadrant of CRPD. Anticipated Quimby parkland dedications for known projects will add approximately 760 acres of new parkland to the District, bringing the total parkland to approximately 1,350 acres.

The District's existing service capacity is 5 acres per 1,000 residents. The projected service capacity for the District is anticipated to continue to be 5 acres per 1,000 residents. The District informed consultants that the level of services provided by the District meets the current population, and the District plans to continue with the level of service with future development and population. With 280,000 population and 1,350 acres at buildout, this equates to 4.8 acres per 1,000 residents overall, approximately 0.2 acres less than the District's service capacity goal. For this calculation, the 4.8 acres per 1,000 residents includes the golf course and Center property.

Recommendation: The consultant recommends CRPD develop a strategy to meet the 5.0 acres per 1,000 residents service goal by buildout during the Optimized Plan process.

Chapter 8. Financial Ability to Provide Services

LAFCO is required to make determinations regarding the financial ability of the Cordova Recreation and Park District to provide public services. This section provides an overview of the financial health of the District and a context for LAFCO's financial determinations. For this MSR/SOI Update, the audited financial statements for the fiscal years (FY) 2018/2019, FY 2019/2020, FY 2020/2021, FY 2021/2022 were used as the primary source of all information for this section as well as the final budget for FY 2022/2023 (CRPD, 2019; 2020b; 2021b; 2022e). In California, special districts are classified as either enterprise or non-enterprise based on their source of revenue. The CRPD generally operates as an enterprise district, charging fees for recreation services, however, the District's main sources of revenue are property taxes and special assessments to fund parks and recreation services.

8.1 Financial Policies and Transparency

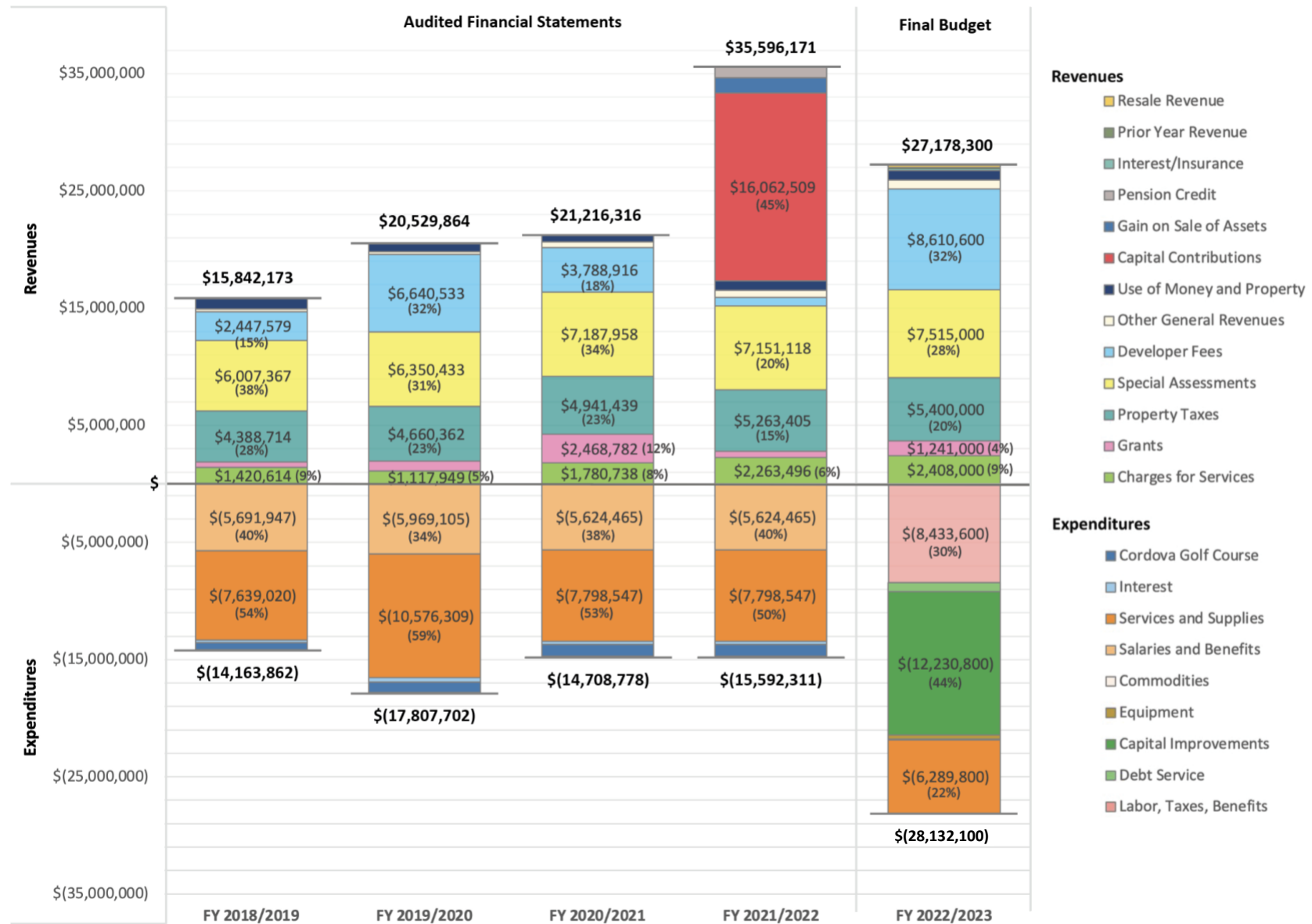
The primary policy document for CRPD which provides the rules for the District's business operations including budget, procurement, and financial policies is the District's Financial Policies document last updated in December 2020. The District utilized the California Government Code (CGC), Public Resources Codes, Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles (GAAP), Government Finance Officers Association (GFOA) and peer Special Districts to inform the financial policy document. The District's reserve and fund balance policies are also discussed in this document (CRPD, 2020).

The District adopts a fiscal year budget and conducts an annual cycle review to determine any changes that might be needed. The FY 2022/2023 budget was adopted by the Board on August 2022 (CRPD, 2022d). Government Code and District policy require an annual independent audit of the District's financial records by a certified public accountant. The independent audits for FY 2017/2018 through 2021/2022 were performed by JJACPA, Inc., independent auditors. The auditors judge whether the District's financial statements are presented in conformity with Generally Accepted Accounting Principles (GAAP). The Government Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its statements and interpretations. The District uses an accrual basis of accounting, similar to private-sector business. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred, or economic asset used. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue when reimbursable costs are incurred.

8.2 District Revenues and Expenditures

For the Cordova Recreation and Park District, property taxes and special assessments account for an average of 58 percent of the Districts Total Revenues from FY 2018/2019 through FY 2022/2023. The largest expense for the District over the same fiscal years was Services and Supplies as shown in Figure 8-1 on the next page. A breakdown of revenues and expenditures is also available in table format in Appendix F.

Figure 8-1: Revenues and Expenditures for FY 2018/2019 through FY 2022/2023



8.2.1 Revenues

Property Taxes and Special Assessments are the primary revenue source for CRPD from FY 2018/2019 through FY 2022/2023 with Special Assessments providing the largest source of fixed, non-volatile, revenue for the District. On average, the District received approximately \$11.15 million in Property Taxes and Special Assessments from FY 2018/2019 through FY 2021/2022 audited financial statements. While Property taxes have increased 27 percent for those five years, Special Assessments have increased 26 percent. Special Assessments include community facilities districts and lighting and landscaping districts. The FY 2022/2023 Final Budget anticipates approximately \$12.9 million in Property Taxes and Special Assessments, or a four percent increase from FY 2021/2022. The District property tax allocation approximated 2.8 percent of the 1 percent of property taxes collected for FY 2022/2023.

FY 2021/2022 includes additional revenues from capital contributions, sale of surplus property, and pension credit. The capital contributions approximate 45 percent of total revenue for that fiscal year and are the recognized land value for new park development, construction, capital improvement grants, and contributions. The surplus property sold in this fiscal year equated to approximately \$1.3 million for the unused property on Jackson Road that was owned by the District. The property was listed for public auction and sale, along with additional small surplus equipment. The pension credit amounted to approximately \$940k for a credit for unfunded liability pension obligation, reducing the District's long-term liability owed (CRPD, 2022e). For FY 2021/2022, the District also added approximately \$218k for rentals recovery from COVID and saw an approximately \$322k increase in property taxes due to increase in home values and inventory over the previous fiscal year.

8.2.2 Expenditures

The District's main expenditures were Services and Supplies, and Salaries and Benefits from FY 2018/2019 through FY 2021/2022. On average, 55 percent of District expenditures are for Services and Supplies. This line item includes advertising; employee trainings; services and supplies for infrastructure, land improvements, recreation, water systems, and sports; utilities; legal services; administrative expenditures; and other similar costs. The Cordova Golf Course accounts for an average of 6 percent of expenses for the District. Costs for the Golf Course have increased by 101 percent from FY 2018/2019 to FY 2021/2022 or from \$616,597 in FY 2018/2019 to \$1,241,290 in FY 2021/2022. More information on the operating revenues and expenditures for the Golf Course can be found in Section 8.5 below.

According to District staff, the District's typical cost model is as follows:

- 53% Labor, Taxes, Benefits
- 40% Services and Supplies
- 5% Debt Service
- 2% Equipment Plan

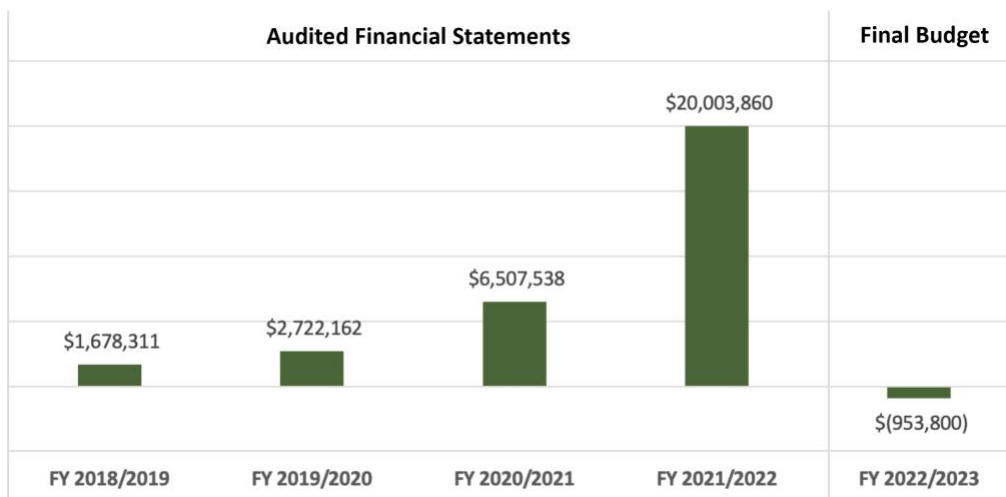
In general, "for every \$2 spent on labor, \$1 is spent on services and supplies". However, water utility costs and inflation has increased the expenditure side closing that gap. Based on the District's audited financial statements, Services and Supplies have outpaced Salaries and Benefits by 17 percent on average.

The District's final budget for FY 2022/2023 includes approximately \$12.2 million in capital improvements throughout the District. Of the total in capital improvements, \$8.5 million is anticipated for new development of the Arista Del Sol Community Park, \$1 million for replacing the infield turf for three fields at Mather Sports Complex, and \$589k for revitalizing the tennis courts at Rosemont Community Park.

8.2.3 Revenues (over / under) Expenditures

The District operated with revenues over expenditures from fiscal year 2018/2019 to 2021/2022 as shown in Figure 8-2. The Budget for FY 2022/2023 indicates expenses are anticipated to exceed revenues (by \$953,800), the only fiscal year in which expenses are anticipated to outpace revenues.

Figure 8-2: Net Revenues Over/Under Expenditures for FY 2018/2019 through FY 2020/2021



The approximately \$16 million in park impact fees for new park development accounts for the large jump in revenues over expenditures between FY 2020/2021 and FY 2021/2022. The collection of park impact fees will be used for future development including FY 2022/2023 allocations which shows expenditures exceeding revenues.

8.2.4 S&P Rating

The S&P Global Ratings analyzed the District's environmental, social, and governance (ESG) risks relative to its economy, management, financial measures, and debt-and-liability profile. Market value in the District has steadily grown over the past five years, stabilizing the revenue structure, and leading to more balanced operations (S&P Global Ratings, 2022).

A new management team assumed control of the CRPD in 2012 and has taken many steps to ensure financial viability while creating an environment for continued structural and operational improvement. District staff have implemented a minimum unassigned fund balance reserve policy of 60 percent of property and assessment tax revenue at the beginning of each fiscal year. For the long term, the District also has a target reserve balance of 1.5x property and assessment tax revenue (or 150 percent). The S&P believe these policies and practices coupled with conservative revenue estimation and monthly budget

evaluations should facilitate balanced financial performance for the foreseeable future (S&P Global Ratings, 2022). The District's financial indicators for the S&P Ratings is provided in Table 8-1.

Table 8-1: S&P Financial Indicators

Financial Indicators	2021	2020	2019
Total Available reserves	\$3,523,000	\$1,783,000	\$1,247,000
Available reserves as a percent of operating expenditures	20.5%	15.5%	12.3%
Total government cash as a percent of governmental fund expenditures	79.3%	73.6%	89.2%
<i>Source: S&P Global Ratings, 2022</i>			

Based on the factors described above, the S&P raised its long-term rating for the District from 'BBB+' to 'A-' with the view that the District's strengthened reserve position and the District's improved market value metrics in the last several years have contributed to operational stability (S&P Global Ratings, 2022).

8.2.5 Economic Factors and Outlook

The majority of the District is expected to see increases in home values that will benefit the District in property tax revenue. Though there are forecasts for a cooling trend in the housing market next year, population growth for the City of Rancho Cordova is expected to continue. Property tax revenue increased 6.2 percent from the previous year and the District anticipates a budgeted projection of about +3 percent property tax increase for FY 2022/2023. The District will continue to be able to meet its maintenance standards and provide quality programs and services by utilizing existing resources as efficiently and effectively as possible (CRPD, 2022a).

The District has new capital projects and renovation projects for existing facilities throughout fiscal year 2024. Capital projects for the coming year include several existing and new improvements. New projects include funding towards the development of a new park, Arista Del Sol Community Park; baseball/softball infield turf replacement for three fields at the Mather Sports Complex; design and construction of the Williamson Property West; the development of the District wide Optimized Plan; restroom installation at Lincoln Village Community Park; and revitalizing tennis courts into sports courts at the Rosemont Community Park among other projects.

As the District's largest source of revenue is special assessments which are fixed and not volatile, existing reserves are available to assist with the up and down flow of funding were property taxes to decrease based on housing economics.

8.3 Special Assessments

The District has multiple special assessments for specific development areas in the District to augment property tax revenue in order to fund recreation and parks services. These special assessments are levied by the District and voter approved in the areas bounded by each assessment. Special Assessments include an inflation factor and new development added to the tax roll. New development in FY 2021/2022 included that addition of the CFD 2018-1 Parks and Facilities Services Special Assessment for new growth

area and infill projects. The list of Special Assessments for the District and the amount of special taxes collected for each assessment for FY 2021/2022 is detailed in Table 8-2 below.

Table 8-2: Direct Levy Amounts by Assessment for FY 2021/2022 (Sacramento County Secured Tax Roll)

Direct Levy Number	Assessment	Total Amount	Total Count	Amount per Property
(0342)	Sunridge CFD	\$ 2,077,290.78	4,591	\$ 452.47
(0341)	Villages of Zinfandel CFD	\$ 1,062,628.16	2,496	\$ 425.73
(0340)	Independence at Mather LLD	\$ 234,143.62	1,271	\$ 184.22
(0339)	PMRID	\$ 1,107,329.64	28,496	\$ 38.86
(0338)	My Parks CFD	\$ 2,132,578.08	28,377	\$ 75.15
(0343)	Montelena CFD	\$ 170,787.20	380	\$ 449.44
(0337)	Parks and Facilities CFD 2018-1	\$ 395,515.20	888	\$ 445.40
<i>Source: Sacramento County, 2022c</i>				

8.3.1 Sunridge CFD

The Cordova Recreation and Park District's CFD 04-01 (Sunridge) is a Mello-Roos District. CFD 04-01 includes Anatolia I, Anatolia II, Anatolia III and Sunridge Park development areas. The CFD was formed for the purpose of levying and collecting special taxes on all parcels of land within the boundaries of the CFD to provide for maintenance, operation and servicing of park and recreational improvements, street trees, landscape medians and corridors within the CFD. Subsequently, in 2012, the registered voters within the CFD approved the use of special tax revenues to also fund the construction and/or acquisition of park and recreational facilities within the CFD (Sacramento County, 2022b).

8.3.2 Villages of Zinfandel CFD

The Cordova Recreation and Park District's CFD 01-01 (Villages of Zinfandel) is a Mello-Roos District. CFD 01-01 includes the Village of Zinfandel and Capital Village development area. The CFD was formed for the purpose of levying and collecting special taxes on all parcels of land within the boundaries of the CFD to provide for the maintenance, operation and servicing of park and recreational improvements, street trees, landscape medians and corridors within the CFD (Sacramento County, 2022b).

8.3.3 Independence at Mather LLD

This Assessment District was formed for the purpose of levying and collecting assessments on all parcels of land within the District to provide funds for the maintenance, operation and servicing to park and recreational improvements on 17 acres of park land within the Independence at Mather Project (Sacramento County, 2022b).

8.3.4 Park Maintenance and Recreation Improvement District (PMRID)

This Improvement District is an assessment district that provides funding to maintain and improve parks, playfields, recreation areas and other recreational facilities and public areas in the communities of Gold River, Larchmont, Riviera East, Rosemont and the City of Rancho Cordova. The assessment proceeds are used to fund ongoing maintenance and improvements to park and recreational facilities in these areas. This assessment was levied following a successful assessment ballot election in 2006 (Sacramento County, 2022b).

A five-member Oversight Committee appointed by the CRPD Board of Directors reviews PMRID expenditures and makes recommendations for future expenditures (CRPD, 2022b).

8.3.5 My Park CFD

The My Parks CFD or My Parks Enhancement Fund: Investment for Better Parks is a Mello-Roos District and was approved by the voters in November 2016. This area includes Rosemont, Larchmont, Riviera East, Gold River, and the majority of Rancho Cordova. All funds collected must be spent within these boundaries. Funds for the My Parks CFD can be used for:

- Acquisition and construction of public parks, open spaces, and pathways;
- Maintenance, repair and replacement of parks, open spaces, and pathways;
- Recreational activities and programs for seniors and youth including after-school activities, tutoring and sports;
- Security patrols, monitoring devices, security cameras and security lighting;
- Upgrades to ensure safety and accessibility for persons with disabilities; and
- Repair and replacement of facilities due to vandalism, graffiti and wear-and-tear.

8.3.6 Montelena CFD

The Cordova Recreation and Park District's CFD No. 2014-1 (Montelena) is a Mello-Roos District. The CFD was formed for the purpose of levying and collecting special taxes on all parcels of land within the CFD to provide funds for the annual operation, maintenance, and capital replacement of parks, landscaping, open space, detention ponds, drainage facilities, bike paths and associated facilities (Sacramento County, 2022b).

8.3.7 Parks and Facilities CFD 2018-01

The Cordova Recreation and Park District's CFD 2018-01 is a Mello-Roos District. The CFD was formed for the purpose of levying and collecting special taxes on all parcels of land within the boundaries of the CFD to fund the annual cost to acquire, construct, maintain, and service public parks and facilities, parkways, open space, landscape, public improvements, and other programs and services within the Cordova Recreation and Park District (Sacramento County, 2022b).

8.4 District Fees and Operational Revenue

The District fees include Developer Impact Fees; In-lieu (Quimby) fees; recreation and programs charges for services; rentals, concessionaires, and lease agreements; and cost recovery fees. Operational revenue relies on an annually reviewed fee schedule that is board approved at a public hearing. Fees are benchmarked and adjusted, and programming is added or removed based on desirability. The fees are established by comparative analysis and the determination of type of program or service requirement as follows:

- Full cost-plus target income increment
- Full cost
- Subsidized

These targets are defined in program and service by the following three determinators:

1. Equity – those who benefit from the service should pay for the service 100%;
2. Public – normally would have no user fee and is subsidized with tax revenue; and
3. Merit – has a combined level of equity and public benefit and can be priced on a variable rate for partial or full recovery.

The methodology process includes benchmarking and research; then a board committee meeting to review the existing and proposed fees; followed by a public notice posted at facilities and in local newspapers to encourage public input; and ultimately a public hearing at a board meeting to approve the rates. The District fee schedule as of September 1, 2022, can be seen in Appendix G (CRPD, 2022a).

Use of money and property in Figure 8-1 includes property leases, concessionaire agreements, and building and site rentals. According to District personnel, the District has difficulty charging 100 percent cost recovery of programs and rentals due to the ability of residents to pay for recreation fees. Rental rates for facilities and recreational program services are comparable to other nearby districts offering similar services (CRPD, 2022a).

The District receives Developer Impact Fees from the City of Rancho Cordova and Sacramento County. The Rancho Cordova Developer Fees Capital Projects Fund represents amounts collected by the City of Rancho Cordova on the District's behalf which are legally restricted to expenditures for specific park related projects and purposes within the City of Rancho Cordova city boundaries.

8.5 District Funds

The District maintains 10 individual governmental funds. There are four major funds; the General Fund, Sunridge Mello-Roos, Rancho Cordova Developer Fees, and My Parks. The other seven funds are non-major governmental funds. The District adopts an annual appropriated budget for all funds. The District also maintains one proprietary fund, an enterprise fund to report the activities for Cordova Golf Course.

8.5.1 *District Fund Policies*

The District has policies for reserves and fund balances listed in its Financial Policies document last updated on December 16, 2020. Under 1.2 Reserves and Fund Balance Classification [GASB 54] policies for reserves and fund balances can be found and are repeated below for reference.

Reserves.

Reserves are the foundation of the sustainable delivery of core services. Through prudent practices, the District can offer taxpayers and community users significant benefits including:

1. Pay as you go financing of operations (avoids interest costs associated with debt and dry period borrowing)
2. Well-maintained infrastructure (avoidance of deferred maintenance)
3. Emergency preparedness
4. Stable rates
5. Investment in the future (paying off obligations earlier, additional amenities)

The District shall maintain enough reserves to provide stable funding for major repairs, replacements and renovations of amenities, facilities, vehicles and equipment. The target minimum reserve balance should meet the average replacement needs over the next five years. The balance will fluctuate annually and may drop below the minimum target during any specific fiscal year.

Fund Balance.

Fund balance is the difference between assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the District is bound to honor constraints on the specific purpose for which funds can be spent.

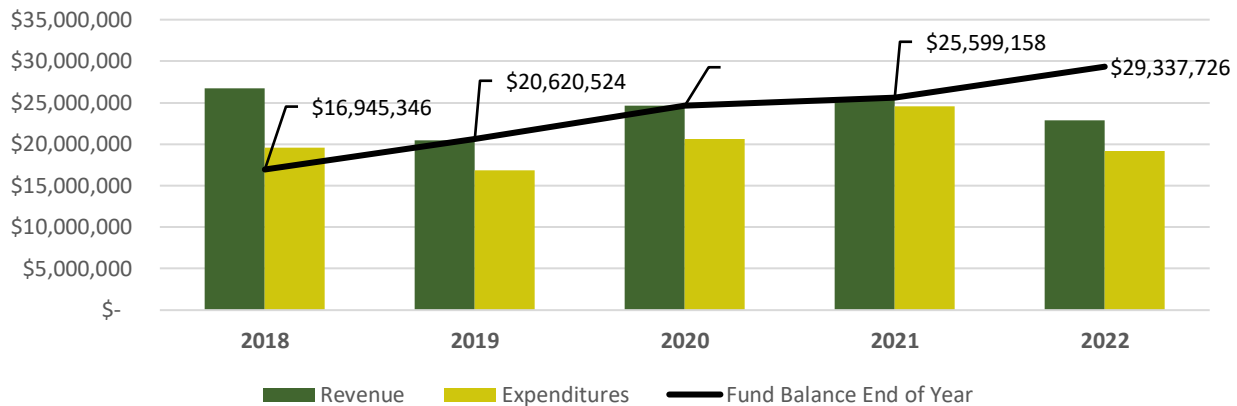
1. Non-spendable. Assets that are considered inventory.
2. Restricted. Externally enforceable, imposed by law, grantors or a mandate.
3. Committed. Self-imposed through board action.
4. Assigned. Amounts used for debt service, deferred maintenance costs and capital reserves.
5. Unassigned. Positive residual of net resources that are not bound to the previous categories, and used for general purpose, emergency contingencies, and to ensure adequate future funding for daily operations.

The minimum amount of unassigned fund balance reserves is seven months, or 60 percent of property and assessment tax revenue at the beginning of the fiscal year. The target amount for reserves balance of each fund is 1.5x the tax revenue, or 150 percent. The maximum amount for reserves is 3x, or 300 percent. Any percentage beyond 300 percent should incorporate a transparent plan for future capital improvements, new construction and/or debt payments associated with the fund. If no plan exists, the fund annual tax shall be evaluated and adjusted to the appropriate amount below the max tax allowable (CRPD, 2020a).

8.5.2 Summary of Total Governmental Funds

The total governmental funds analyzed in this section include the major funds and non-major governmental funds. The enterprise fund for Cordova Golf Course is not included in this analysis, but can be found in the Individual Fund Analysis Section No. 8.5.3. According to District audits, total fund revenues continue to exceed expenditures for the last five fiscal years as shown in Figure 8-3.

Figure 8-3: Total Governmental Funds for Major Funds and Non-Major Funds from FY 2017/2018 to FY 2021/2022



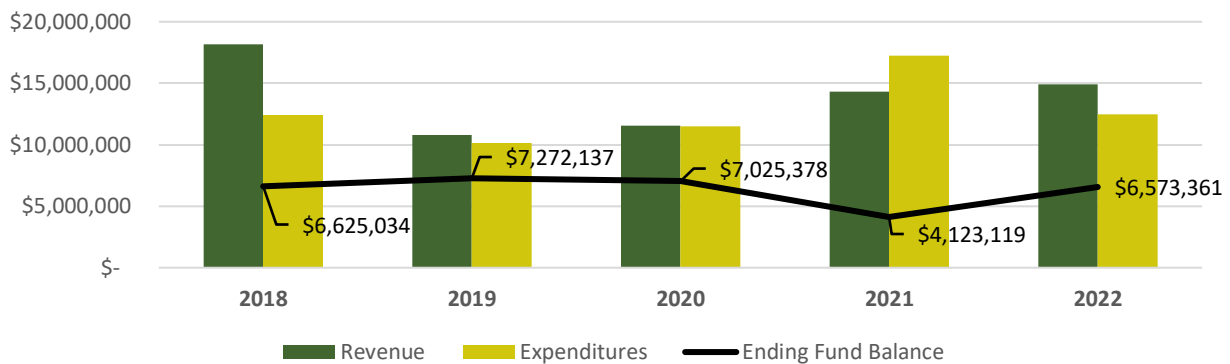
According to the basic financial statements, the overall fund balance across all funds for the District has continued to increase, adding approximately \$12.4 million into the overall fund balance from FY 2017/2018 to FY 2021/2022, or an increase of 73 percent. As of FY 2021/2022, the District has accumulated 50.4 percent of unassigned fund balance reserves when compared to property and assessment tax revenue for that fiscal year. This is approximately 10 percent (or approximately \$1.19 million) less than the minimum goal of the unassigned fund balance reserves at 60 percent of property and assessment tax revenue at the beginning of that fiscal year.

8.5.3 Individual Fund Analysis

General Fund

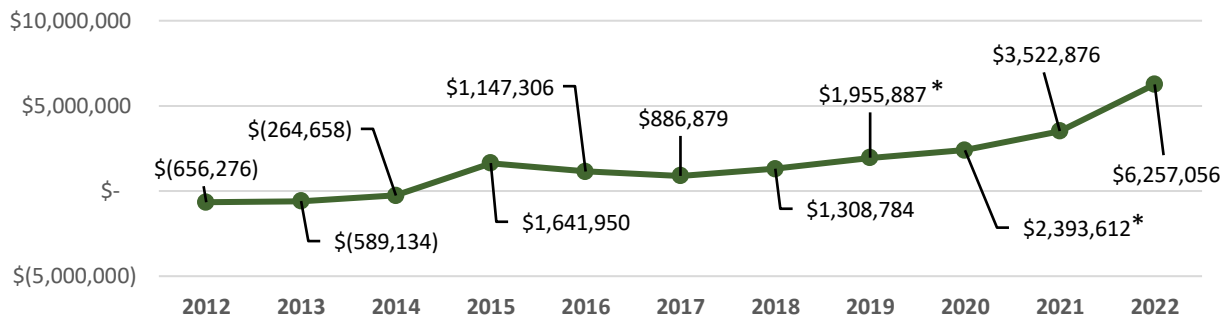
The General Fund accounts for all financial resources not required to be accounted for in another fund. This fund consists of general government type activities and is the chief operating fund of the District. General Fund expenditures, including transfers in and out, have been generally in-line with revenues as shown in Figure 8-4. General Fund expenditures climbed significantly in FY 2020/2021 due to construction projects and fixed asset equipment purchases totaling approximately \$5.9 million.

Figure 8-4: General Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)



In FY 2021/2022, the General Fund had an unrestricted and committed balance totaling \$6,257,056, an increase of approximately \$2.7 million or 78 percent from the previous year. Figure 8-5 shows the past 10-year history of unrestricted General Fund balance.

Figure 8-5: History of the General Fund Balance from 2012 to 2022

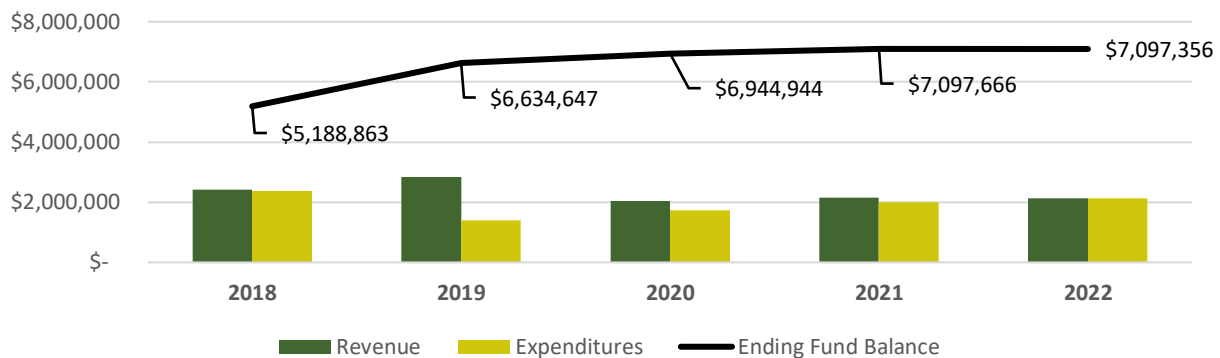


*The amounts for 2019 and 2020 do not include COP funds held by US Bank for the pool project but are included in the balance sheets as restricted cash.

According to the FY 2021/2022 Audited Financial Statement, the amount of unrestricted reserve funds was 84 percent of the tax revenue for that year. This is below the District's goal of 150 percent. Auditors for the District state, "The District continues to grow with strong financial reserve policies while still sustaining operations and providing capital improvement projects throughout the parks and facilities."

Sunridge Mello-Roos Special Revenue Fund

This special revenue fund is used for District salaries and maintenance of facilities and capital improvements funded by the Sunridge Assessment District. As shown in Table 8-2, the assessment to individual properties in the assessment district was \$452.47 in FY 2021/2022. Special Revenue Fund expenditures, including transfers in and out, have been generally in-line with revenues as shown in Figure 8-6. The District has continued to increase the fund reserve year over year in anticipation of operating costs and long-term capital replacement of facilities.

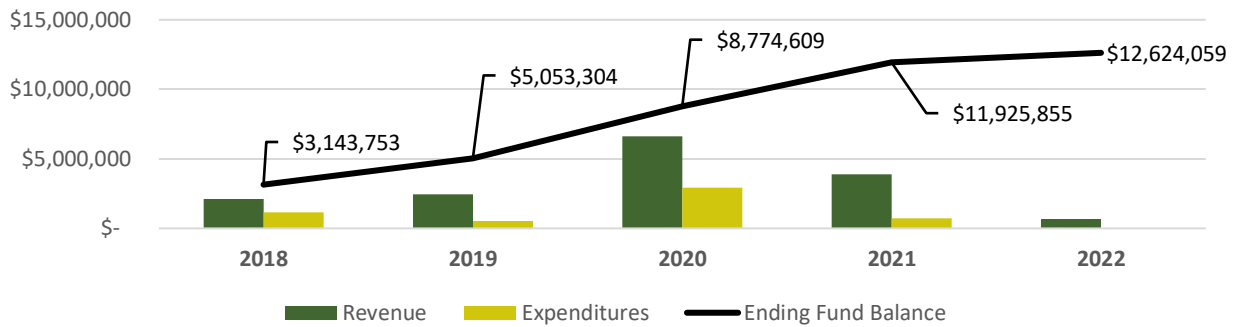
Figure 8-6: Sunridge Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)

The revenue in the fund is restricted and committed to activities authorized for services including maintenance of parks, parkways, open space, long-term capital replacement of facilities, and administrative expenses restricted within the boundary of the Sunridge Specific Plan: Anatolia I, Anatolia II, Anatolia III and Sunridge Park (CRPD, 2022e). The District estimates that the fund will drop to \$6,987,356 at the end of FY 2022/2023, a reduction of \$110K. Approximately \$116K is anticipated for improvements to Eagles Nest Park, Heron Landing Community Park, and Hillside Park for activities such as resurfacing tennis and basketball courts as well as repairing playground rubberized surfaces (CRPD, 2022d). The District has committed approximately \$4 million for a new recreation center in the Sunridge area, with the remaining \$3 million in reserves for emergency, and future replacement and repair of existing amenities. This amount meets the reserve target for this fund (District Staff, personal communication, April 2023).

Rancho Cordova Developer Fees Capital Projects Fund

The Rancho Cordova Developer Fees Capital Projects Fund is a capital fund that accounts for developer fees collected by the City of Rancho Cordova, on the Districts behalf, which are legally restricted to expenditures for specific purposes. The City collects the fee with building permits and then expends the money based on a memorandum of understanding with the Cordova Recreation and Park District, or per the District request. The revenue for the fund has greatly outpaced expenditures for the last five fiscal years as shown in Figure 8-7. This fund is for new park development and construction only and funds are not used for future replacement needs or maintenance costs (which the assessments handle). Revenue collection occurs prior to parks being constructed and expenditures allocated and depleted (District Staff, personal communication, April 2023).

Figure 8-7: Rancho Cordova Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)

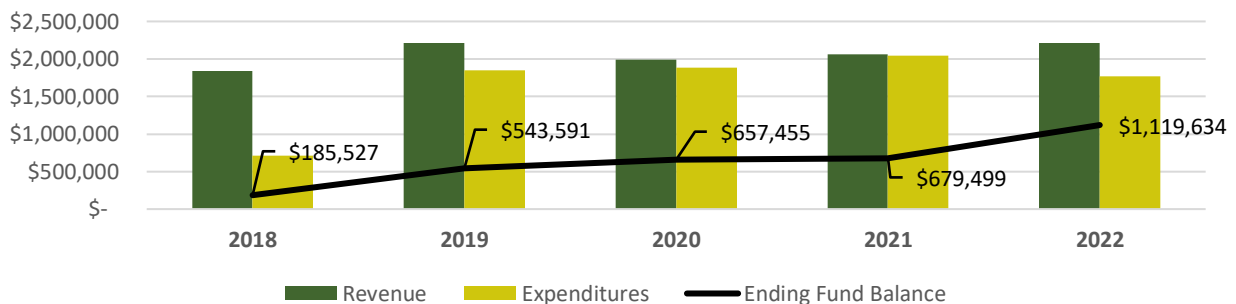


With revenues exceeding expenditures, the ending fund balance for this fund has continued to grow each fiscal year. Park development and use of the expenditures will be allocated in the next few years (District Staff, personal communication, April 2023).

Measure J Special Revenue Fund

The Measure J Special Revenue Fund (My Parks Enhancement Fund) represents amounts restricted for the areas of Rosemont, Riviera East, Gold River and Northern portion of the City of Rancho Cordova (PMRID). The general purpose and description of services include: 1) acquisition and construction of public parks, 2) maintenance, repair and replacement of park amenities, 3) provide after-school activities, sports and recreational programming, and 4) security patrol and public safety through lighting and cameras. The fund has continued to grow for the last five fiscal years as shown in Figure 8-8 below.

Figure 8-8: Measure J Special Revenue Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)



The funds meet the needs for routine maintenance park repairs, but do not meet the future average replacement for major facilities (sports center, golf course, aquatic centers, senior center, and recreation centers) (District staff, personal communication, April 2023).

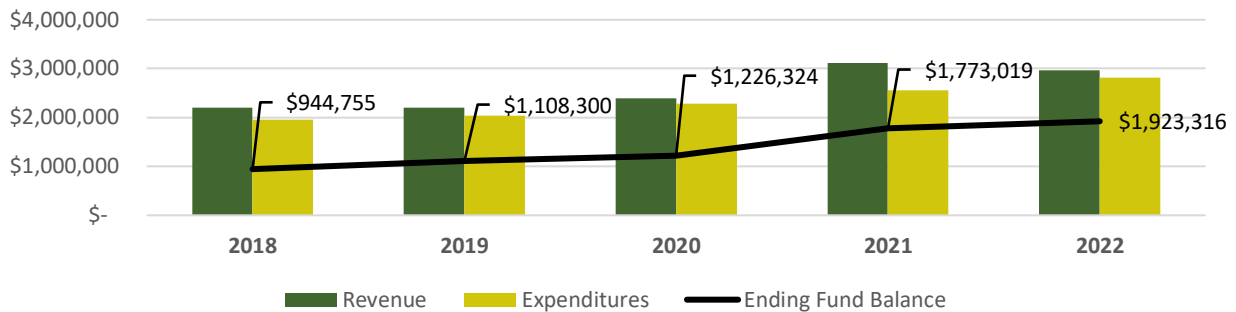
Other Governmental Funds

The District's audited financial statements include a breakdown in revenues, expenditures, and changes in fund balances by non-major funds. For this analysis, consultants used the combined totals for all non-major listed in Table 8-3.

Table 8-3: Non-Major Special Revenue Funds and Descriptions

Fund	Description
Sacramento County Developer In-Lieu Fees	Collection of developer funds in-lieu of land that would normally be required to be provided due to development within the unincorporated areas of the District.
Villages of Zinfandel CFD	Services to be funded by the collection of Special Assessment Taxes which include – maintenance, repair, replacement, utility costs and vandalism to public parkways, public parks, open space, landscape setbacks, bike paths and landscaped medians located within the CFD boundaries.
Mather LLD	Services to be funded by the collection of Special Assessment Taxes which include – maintenance and landscaping of public parks and recreation facilities including labor costs, utilities and contractual services for materials and services pertaining to servicing of the public parks and recreational facilities within the LLD boundaries.
District Wide – The Center Property	This fund is established from fees collected by the previous shooting range participants and can be used for District wide amenities.
Montelena Assessment District	Services to be funded by the collection of Special Assessment Taxes which include – maintenance, repair, replacement, utility costs and vandalism to public parkways, public parks, open space, and landscape setbacks located within the CFD boundaries.
Parks and Facilities CFD 2018-01	Services to be funded by the collection of Special Assessment Taxes which include maintenance, repair and replacement of public parks and landscape corridors located within the CFD boundary of new development.
Park Maintenance and Recreation Improvement District (PMRID)	Services to be funded by the collection of Special Assessment Taxes which include – maintenance and landscaping of public parks and recreation facilities including labor costs, utilities and contractual services for materials and services pertaining to servicing of the public parks and recreational facilities within the PMRID District boundaries. Specifically, the installation, maintenance and servicing of public areas and public facilities, park grounds, park facilities, landscaping, natural lands, open space, corridors, ground cover, shrubs and trees, street frontages, irrigation systems, playground equipment, hard-court areas, senior and community centers, restrooms, drainage systems, lighting, fencing, entry monuments and signage, basketball courts, tennis courts, running tracks, swimming pools, security patrols and graffiti removal.

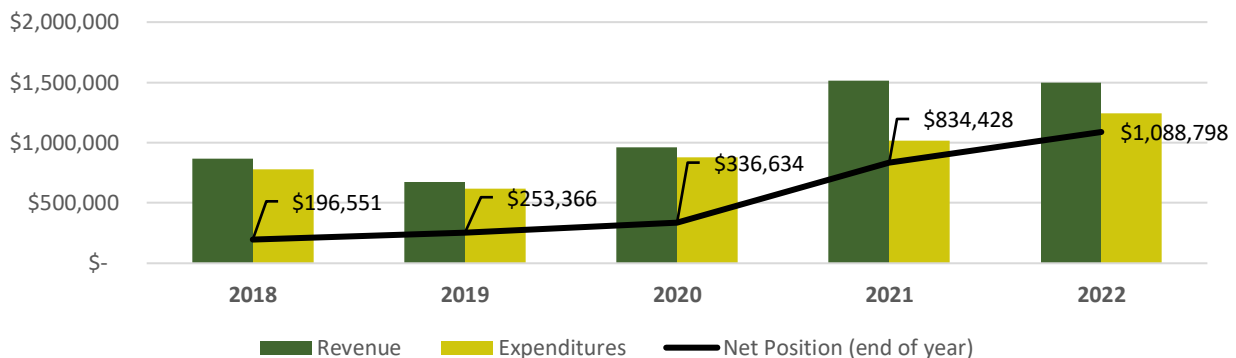
As seen in Figure 8-9, revenues continued to exceed expenditures for all five fiscal years. As a result, the reserve funds have also continued to grow. When reviewing the special revenue funds compared to the District reserve policies, it appears that none of the special funds with a majority of special assessment revenue have reached the 150 percent target balance amount. However, the District has continued to grow the reserves for each fund.

Figure 8-9: Other Special Revenue Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)

Proprietary Enterprise Fund – Cordova Golf Course

The Cordova Golf Fund accounts for the operation of the District owned and operated golf course as shown in Figure 8-10. Customers pay green fees to use the course and the course also sells golf equipment, rents golf carts, and sells range balls to be used in the driving range. The net position for the fund in FY 2021/2022 was \$1,088,798, an increase of \$254,370 due to operational revenues of \$1.5 million and expenses of \$1.2 million as shown in Figure 8-10.

The Cordova Golf Course, like courses around the US have seen a resurgence in interest and on-course golfers over the last three years due to the COVID-19 pandemic². The largest increase in operating revenue for the golf course can be seen between FY 2019/2020 and FY 2020/2021. The golf course saw approximately \$668k increase in operating revenue or 108 percent in FY 2020/2021 compared to pre-pandemic operating revenue. This trend has continued into FY 2021/2022 and the District projects a similar amount of revenue for FY 2022/2023, or \$1.39 million (CRPD, 2022e).

Figure 8-10: Proprietary Enterprise Fund Total Revenues, Expenditures, and Ending Fund Balance (FY 2018/2019 through FY 2021/2022)

² The National Golf Foundation provides research and reports on the golf industry. More information on the increase in golfers can be found here: <https://www.ngf.org/participation-rises-again/>.

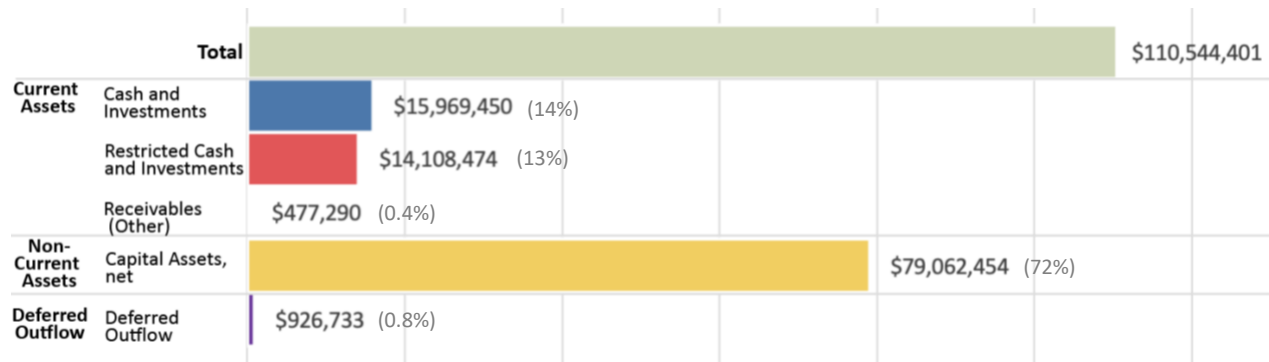
District staff states that golf operations and fees charged to the public are the most affordable rates in the region. Rental rates for facilities and recreational program services are comparable to other nearby Districts offering similar services (CRPD, 2022a). The District does acknowledge that it has difficulty charging 100 percent cost recovery of programs and rentals due to the ability for residents to pay for recreation fees. The Cordova Recreation and Parks Foundation assists with fundraising and provides scholarships for residents that can't afford fees.

8.6 District Assets and Liabilities

8.6.1 *District Assets*

As of June 30th, 2022, the District had \$110 million invested in assets as shown in Figure 8-11.

Figure 8-11: District Assets as of June 30, 2022



Approximately 72 percent of the District's assets were capital assets (\$79.06 million) with District investment in capital assets for governmental and business-type activities amounting to \$78.6 million. This investment in capital assets includes land, construction in progress, buildings and improvements, site improvements, and equipment. The previous year had \$9.26 million in construction-in-progress, which were completed in 2022.

Deferred outflows represent a consumption of net position that applies to a future period and will not be recognized as an outflow of resources until that time. The District has only one deferred charge, pension plan contributions at approximately \$926k as shown in Figure 8-11. The District had approximately \$15.97 million in cash and investments and \$14.10 million in restricted cash and investments. Restricted cash for governmental activities equaled \$14,106,757 and represents accounts used only for the claims and repayment of short-term and long-term debt (CRPD, 2022e).

8.6.2 *Liabilities and Debt*

As of June 30th, 2022, the District had \$11 million in liabilities as shown in Figure 8-12. The majority of the District's current liabilities consist of accounts payable and liabilities due within one year. The liabilities due within one year include the capital lease refinance for the Mather Sports Complex (\$253,098), the certificate of participation for the Cordova Community Pool (\$120,000), and bond premium (\$2,292).

Figure 8-12: District Liabilities and Debt as of June 30, 2022

Total	\$(11,049,635)					
Current Liabilities	Accounts Payable				(4%) \$(395,962)	
	Accrued Payroll				(0.9%) \$(104,202)	
	Other Liabilities				(0.1%) \$(15,367)	
	Compensated Absences - current portion				(0.2%) \$(18,612)	
	Due within One Year				(3%) \$(375,390)	
Noncurrent Liabilities	Compensated Absences				(3%) \$(362,411)	
	Net Pension Obligation				(15%) \$(1,603,614)	
	Due after One Year	(56%)	\$(6,205,527)			
Deferred Inflows	Deferred Inflow				(18%) \$(1,968,550)	

Compensated absences are the accumulated debt from unused leave. The District's policies regarding vacation time and compensatory time permit employees to accumulate earned but unused leave, up to limits established by district policy. This debt is estimated based on historical trend analysis, the current portion of which is reported in the General Fund (CRPD, 2022e).

Long-Term Liabilities

The District has the following long-term debt and liabilities:

1. Mather Sports Center (Loan)

Length of loan: March 2008 – September 2027 (20 years)

Annual: \$298,683

Outstanding: \$8,152,281

(Source: CRPD, 2022a)

The District entered into a lease agreement dated June 1, 2008, as lessee for financing a portion of the cost of various recreation facilities including improvements at the Mather Sports Complex. In June 2021 the loan was refinanced with the outstanding principal of \$1,496,265. The lease term is nine and ½ (9.5) years; nineteen approximate equal payments (CRPD, 2022e).

2. Cordova Community Pool (COP)

Length of loan: March 2008 – September 2048 (30 years)

Annual: \$316,050

Outstanding: \$8,152,281

(Source: CRPD, 2022a)

The District entered into a new Lease/Purchase agreement to finance improvements to its recreation and park facilities. The project is to consist of the rehabilitation/construction of the Cordova Community Pool. The District was also able to receive a commitment from the City of Rancho Cordova in June 2022 to fund an additional \$3.4 million for the project. Long term payment schedule starts September 1, 2022, and

ends March 1, 2048. The principal received was \$5,435,000 for thirty (30) years, 60 payments (CRPD, 2022e).

3. Mower, Golf carts, Rec Van – Multiple leases

Length of loan: less than 5 years

Annual: \$148,967

(Source: CRPD, 2022a)

4. Unfunded Accrued Pension Liability

Annual: \$310,000

Outstanding: \$3,565,890

(Source: CRPD, 2022a)

In the future, the District has indicated that proposed financing may occur once the Mather Sports Center Loan is paid off in order to borrow for artificial turf replacement (CRPD, 2022a).

Unfunded Accrued Liability (UAL) CalPERS

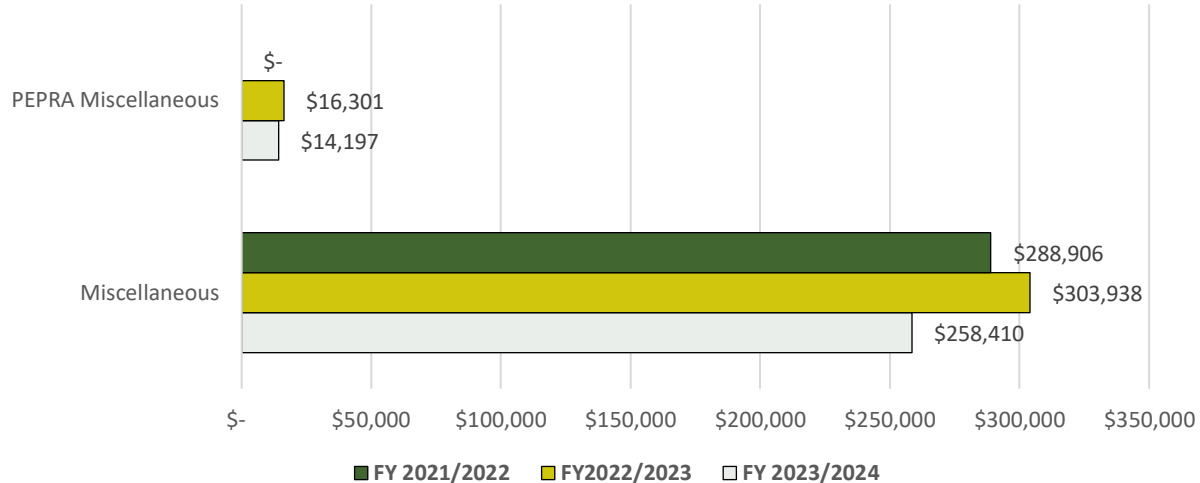
On behalf of its full-time employees, the District contributes pension payments to the California Public Employees Retirement System (CalPERS), a multiple-employer public employee defined benefit pension plan. CalPERS generates its funding obligations from employee contributions, employer contributions, and investment earnings. Each year, CalPERS estimates the value of the retirement obligation versus projected revenue. The difference is called unfunded accrued liability (UAL). UAL is the accumulated pension debt that was not covered by contributions in the past and continues to roll forward year over year, and increase. Interest is paid on the UAL to replace the lost interest had those assets been in the trust earning investment earnings (CalPERS, 2018a). UALs must be funded by agencies and are spread out over 20 to 30 years. Each employer in the CalPERS system has annual payments that are comprised of the Normal Cost (percent of payroll which is shared between employer and employee) and payment towards amortization of the UAL (CalPERS, 2018b). The agencies that participate in CalPERS are required to meet the UAL payments every fiscal year. According to District staff, as of FY 2021/2022, the District had approximately \$3.57 million in total Unfunded Accrued Pension Liability.

In order to maintain the fund above 50 percent, CalPERS anticipates increases in employee contribution rates through FY 2024/2025 (CalPERS, 2022). As shown in Figure 8-13, projected employer contribution payments, which include UAL, by public agencies are anticipated to increase by 3.5 percent for public agency miscellaneous payment plans over the next seven fiscal years, from 25.4 percent in FY 2021/2022 to 28.9 percent in FY 2024/2025.

Figure 8-13: Anticipated Employer Contribution Rates (FY 2022/2023 through FY 2027/2028)

(Source: CalPERS, 2022)

Figure 8-14 shows the employer contribution requirements for the District by the Miscellaneous and PEPR Miscellaneous payment plans from FY 2021/2022 through FY 2023/2024.

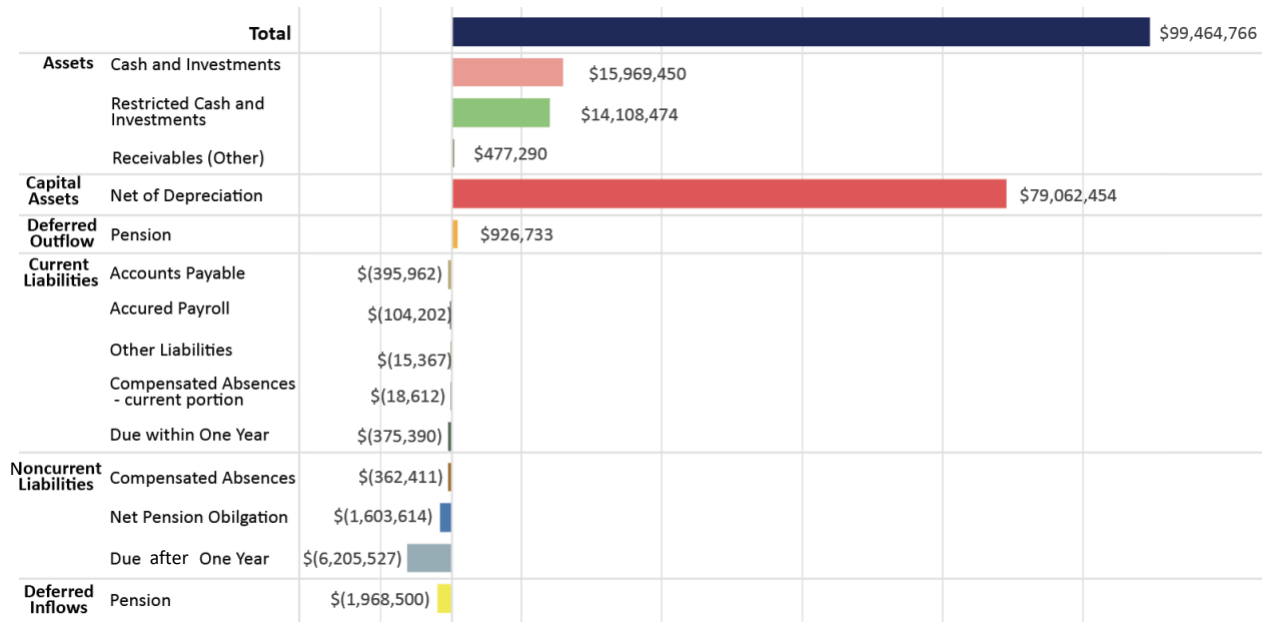
Figure 8-14: District Employer Contribution Amounts for UAL Payment Plans from FY 2021/2022 through FY 2023/2024

The contribution requirements shown above do not reflect any cost sharing or employee contributions. Some employers may pay employee contributions also, but this is not reflected in the information shown. The contribution requirements are for July 1 of each year. Changes in plan benefits, the funding period, prepayments, or other contract changes may also not be reflected in the figure above. The District has continued to pay down its UAL as needed (CRPD, 2022a). The FY 2022/2023 District Final Budget accounted for \$294,000 in UAL payments, however this amount will not cover the total anticipated UAL payments for FY 2022/2023 of \$320,239 (CalPERS, 2023).

8.7 Net Position

Figure 8-15 shows the District net position for FY 2021/2022 at approximately \$99.46 million.

Figure 8-15: District Net Position as of June 30, 2022



The Net Position includes \$15.97 million in cash and investments and approximately \$79.1 million in capital assets. The assets of the District exceeded its liabilities by about \$98.4 million at the end of FY 2021/2022. The District's total net position strengthened by an increase of \$19.7 million compared to the previous year, substantially due to new park development growth and site improvements.

8.8 Asset Maintenance and Replacement

The CRPD reviews capital improvement projects annually (budget cycle) and the funding strategies for those projects every five years. Priority and urgency are the key factors the District utilizes in determining the "ranking" of Capital Improvement Projects as follows:

- (1) Essential – High Priority/High Urgency projects that are mandated, for safety, address hazards, or are contractual;
- (2) Desirable – High Priority/Low Urgency projects are vital to services, are revenue generators, and prevent costs for the District;
- (3) Leveraged – Low Priority/High Urgency projects have matching funds, have awarded grant funding, or a clear need is demonstrated; and
- (4) Deferable – Low Priority/Low Urgency projects are worthwhile and wanted but not needed.

Source: CRPD, 2022a

The District provided consultants with the most recent Capital Improvement Plan (CIP) for the 2019-2024 planning cycle, created in 2018. This CIP includes a total of 93 projects with a total funding amount of

approximately \$26.1 million. The District updated the ADA transition plan in 2018 to address accessibility to facilities and parks. All projects include the assurance of any ADA updates. These projects are located throughout the District in Zones 1A through 4. The CIP summary for this cycle is repeated for reference in Table 8-4 below.

Table 8-4: 2019-2024 CIP Summary

Zone	Area	No. of Projects	Total Amount
1A	Park Maintenance Recreation and Improvement District – My Parks Enhancement Fund – City of Rancho Cordova	52	\$13,490,634
1B	Park Maintenance Recreation and Improvement District – My Parks Enhancement Fund – County of Sacramento	25	\$1,551,972
1C	Park Maintenance Recreation and Improvement District – My Parks Enhancement Fund – Gold River	4	\$41,000
2	Mather – Landscape and Lighting District	3	\$51,018
3	Villages of Zinfandel – Community Facilities District	3	\$4,362,000
4	Sunridge – Community Facilities District	6	\$6,624,066
5	Montelena – Community Facilities District	-	-
6	Glenborough/Easton Place – Community Facilities District	-	-
7A	District New Growth City – Community Facilities District	-	-
7B	District New Growth County – Community Facilities District	-	-
7C	District Infill Project – Community Facilities District	-	-
Total		93	\$26,120,690
Notes: <ul style="list-style-type: none"> • In 2006 the board approved a Landscape and Lighting District (LLD) for Park Maintenance Recreation and Improvement District (PMRID) area; however, the amount and purpose are used for maintenance and utility services, not CIP • Zone 5 and 6 have been approved, however development has not started • Zone 7 is in the process of being formed Source: CRPD, 2018			

The District has a Planning Department that leads the majority of the project planning process. In addition, there is an internal Capital Improvement Project (CIP) team that consists of a representative from each department (GM, Planning, Parks, Recreation, and Finance). The CIP team meets monthly to discuss the current status of projects, budgets, and any new projects that require immediate attention. This process engages cross-collaboration and ensures all departments are on the same page.

The District Board has a standing sub-committee, the Capital Improvement Plan Committee, which consists of two board members that meet bi-annually, and as needed. The purpose of this committee is to review completed projects (before and after) and to discuss upcoming philosophies, strategies, and projects. This also gives the public an opportunity to provide community input at board meetings in which this committee's discussions are addressed. The Board of Directors approves the projects during the budget cycle and throughout the year, as needed.

The District anticipates spending roughly \$5.57 million per year for the next five years for capital improvements. In addition, as of FY 2022/2023, the District had approximately \$11 million in deferred maintenance costs.

8.9 Opportunities for Cost Avoidance and Shared Facilities

The District has four school districts (Folsom Cordova Unified School District, Sacramento City Unified School District, San Juan Unified School District, and Elk Grove Unified School District), portions of unincorporated Sacramento County, and the entirety of the City of Rancho Cordova within its boundaries. Currently, the District has in place Joint Use Agreements (JUAs) with three school districts and is in negotiations with the Elk Grove Unified School District to develop a JUA.

The District has multiple on-going cost avoidance practices including outsourcing landscaping services in new areas to test cost effectiveness, contracting outside janitorial services for consistency, contracting IT services instead of hiring, utilizing piggy-back contracting, and the has adopted the California Uniform Public Construction Cost Accounting Act (CUPCCAA) in 2004 to increase the efficiency of the public bidding process. In addition, the District utilizes water reduction planting and planting of drought tolerant plants to reduce water costs.

8.10 Financial Summary

The District provided LAFCO with the following summary of financial and operational information as shown in Table 8-5.

Table 8-5: Summary of Financial and Operational Information (FY 2022/2023)

Indicator	FY 2022/2023
Population	128,000
Area served	75 square miles
Developed Real Estate	43 parks, golf course, and trail corridors at approximately 630 acres
Undeveloped Real Estate	73 acres (Center Property) 760 acres (future park growth)
Service Standards Ratios	City = 5 acres of parkland per 1,000 residents County = 4.87 acres of parkland per 1,000 residents
Full-time employees	63
Average Part-time employees	46 FTE or 95,680 hours
Total Annual Budget	<u>\$28,132,100</u> \$14,801,600 operations \$13,330,500 capital improvements, debt
Per Capita Spending	<u>\$220</u> \$115 operations \$105 capital improvements, debt

Indicator	FY 2022/2023
Total Annual Admin Costs	\$1,951,400
Percent Annual Admin Costs to Total	<u>7 percent</u> \$1,951,400/\$28,132,1000
Estimated deferred maintenance	\$11,039,000
Average Capital Improvements (5 years)	\$5,570,203 per year
Reserve Amount	<u>\$15,832,828</u>
Restricted	\$8,747,504
Unrestricted	\$7,085,324
Operational Cost per Employee	\$135,795
Average Property Tax Rate	Effective tax rate at 1.21% existing property tax
<i>Source: CRPD, 2022a</i>	

Based on the data presented in this Chapter, the District currently provides a high level of recreation and parks services to the residents and visitors of the District. Total administrative costs for the District are reasonable, and the District takes measures to reduce costs through on-going cost avoidance practices and existing joint use agreements. The District has a net positive position that has grown substantially over the last two fiscal years. Operations, capital improvements, and debts, are balanced and the District has a large amount of unrestricted reserves available to cover unanticipated operational costs. Though the District has not met its targets for reserves, the District continues to add to reserves year after year. The District plans for and anticipates future needs and has adequate staff to maintain the high level of services the District provides.

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Chapter 9. Status and Opportunities for Shared Facilities

As mentioned previously, the District has four school districts, portions of unincorporated Sacramento County, and the entire City of Rancho Cordova within its boundaries. Currently, the District has Joint Use Agreements (JUAs) with Folsom Cordova Unified School District (FCUSD), San Juan Unified School District (SJUSD), and Sacramento City Unified School District (SCUSD). The District is in negotiations with the Elk Grove Unified School District to develop a JUA. These agreements allow for the use of facilities between the school districts and Cordova Recreation and Park District including school grounds, play fields, and school building facilities and the CRPD's parks and playing fields, community centers, meeting rooms, and other facilities. The goal of the JUA's is to provide the best services for each entity with the least possible expenditure of public funds. In most cases, swimming facilities are not included in the JUAs. In general, these shared facility agreements include compensation for the expense of staff, general utilities, and facility operations for each entity in question.

The District has a separate Memorandum of Understanding (MOU) with the Folsom Cordova Unified School District (FCUSD) which allows for joint use of the Cordova Community Pool for the Cordova High School aquatics team and classes. The District is reimbursed at an hourly rate to compensate for the expense of staff, general utilities, and facility operations.

In addition to the JUAs and MOU with the school districts, the District has entered into multiple MOUs with local non-profit sports organizations. These agreements allow for these organizations to have exclusive or preferred use of District fields or infrastructure for specific times and dates for a fee per participant.

District staff have indicated that there are no existing or potential duplication with existing or planned facilities or services with other agencies. The Optimized Plan currently in progress by the District will review opportunities to reduce duplicate infrastructure. District staff did identify trails, streetscape median corridors, sound walls, and sub-division monument signs as responsibilities that could be better served by other entities such as transportation service agencies as parks and recreation is the focus of the District (CRPD, 2022a). In 2013 after discussions with the City, CRPD stopped accepting trail corridors, streetscape corridors and medians in new development proposals. It was decided that transportation departments for the City or the County were better suited to manage those types of services. CRPD has approximately 41 acres of landscape corridors and 63 acres in trail corridors. Those acres will not increase.

Recommendation: The consultant recommends CRPD look at evaluating alternative agencies to transfer existing services for streetscape median corridors, sound walls, and sub-division monument sign responsibilities.

Chapter 10. Municipal Service Review Determinations

Based on the information included in this report, the following written determinations make statements involving each service factor which the Commission must consider as part of a municipal service review. The determinations listed below are based upon data presented in this report for the Cordova Recreation and Park District and are recommended to the Commission for consideration. The Commission's final MSR determinations will be part of a Resolution which the Commission formally adopts during a public meeting.

Scoring for the determinations in Table 10-1 below are as follows:




▲ Above Average (compared to similar Districts), ● Average, ▼ Below Average, ◆ Statement of Fact (not rated).

Table 10-1: Summary of MSR Determinations for the Cordova Recreation and Park District

Indicator	Score	Determination
Population and Growth		
Existing Boundary.	◆	The District's 48,000-acre boundary includes the entirety of the City of Rancho Cordova and portions of Sacramento County. The District manages approximately 630 acres of parkland within its boundary.
Existing Sphere of Influence.	◆	The District's Sphere of Influence is coterminous with its boundary, meaning the SOI and the District boundary are one in the same.
Extra-territorial Services the Agency provides as described in Government Code Section 56134.	◆	There are no extra-territorial services provided by the District as described in Government Code Section 56134.
Existing Population	◆	The District estimates a population of 128,000 in 2021.
Projected Population in year 2040	◆	Population projections for the District were analyzed under a slower growth scenario that mirrors projected growth for the County of Sacramento, and a faster growth scenario following historic growth trends for the District. Under the slow growth scenario, the District will have a population of 147,613 by 2040. Under the fast growth scenario, the District will have a population of 170,021 by 2040.

Indicator	Score	Determination
Government Structure and Accountability		
Board and related public meetings are noticed, accessible to the public, and conducted according to the Brown Act	▲	<p>The CRPD makes the current agenda available on an integrated agenda management platform with a link to this platform from the homepage. Though the meeting agenda is downloadable, it is not electronically searchable by common internet browsers. The District and its representatives have a solid record of adherence to the requirements of the Brown Act, the Political Reform Act, and similar laws. The District complies with the requirements of the Brown Act 2016 Updates described in AB2257.</p> <p>Recommendation: The consultant suggests CRPD consider adding a link directly to the agenda management platform on the Public Meetings page of the website.</p>
Public engagement is encouraged, and the District plans and programs reflect citizen input.	▲	The District has a robust community outreach program and solicits feedback from residents on future park design and recreational opportunities. Members of the public have partnered with the District on grant opportunities for park improvements
<p>The District meets the requirements of the Special District Transparency Act (SB 929), and Board members submit required forms and receive required trainings as prescribed by:</p> <ul style="list-style-type: none"> (1) the Political Reform Act; (2) Assembly Bill 1234 (Salinas, 2005); and (3) Government Code 53237 <i>et. seq.</i> 	▲	<ul style="list-style-type: none"> (1) Information available from the FPFC indicates that Board members are complying with the Political Reform Act. (2) The District's website posts the certificates for completion of ethics training for each Board member. All Board members have completed trainings as required by AB 1234 (3) Compliance with this law was assessed for CRPD. Board members participated in a sexual harassment prevention training in May 2021 and January 2023. Therefore, the District Board is in compliance with Gov. Code 53237 <i>et. seq.</i>
The District has been recognized by its counterparts and/or by the State for its ongoing efforts to provide municipal services in a fair manner	▲	The District has received numerous awards spanning the last eight years for high quality services, facilities, and outstanding staff.
Disadvantage Communities		
The median household income is identified. The DUC threshold MHI (80 percent of the statewide MHI) is clearly stated. The MHI in the District's boundary is described.	◆	The statewide annual median household income (MHI) in California for the year 2021 was \$84,097. Eighty percent of the statewide MHI (2021) equals \$67,228, the threshold used to determine which geographic areas qualify for classification as a disadvantaged community.

Indicator	Score	Determination
Potential DUCs are considered. The provision of adequate water, wastewater, and structural fire protection services to DUCs is considered.	◆	<p>Within the boundaries of CRPD are located 10 Census Tracts that meets the DUC threshold. Only three of these census tracts are located within the unincorporated areas of Sacramento County and are therefore classified as disadvantaged unincorporated communities.</p> <p>The unincorporated areas are provided numerous public services. Water service to the DUCs is provided by the Cal American Water Company or the Sacramento County Water Agency. Wastewater services are provided by SacSewer and Regional San. Fire protection services are provided by the Sac Metro Fire. Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.</p> <p>The Salmon Falls neighborhood park is located within DUC Census Tract 91.05 and provides only 1.54 acres of parks per 1,000 people. This is less than the District goal of 5 acres of parks per 1,000 people.</p> <p>Recommendation: The consultant recommends CRPD consider including the feasibility of expanding parks facilities or adding new parks facilities within the Salmon Falls neighborhood park geographic area during the Optimized Plan process.</p>
Public Services and Infrastructure		
The District has been diligent in developing plans to accommodate the infrastructure and service needs of current and future constituents. Service plans are regularly updated to ensure that infrastructure needs, and deficiencies are addressed in a timely manner.	▲	<p>The District has multiple plans to review infrastructure for current and future needs including a Capital Improvement Plan (2018), Reserve Study (2014), Master Plan for Incorporated Areas (2014), Inventory and Assessment Plan (2012), Park Impact Fee Nexus Study (2014), and Park Impact Fee Nexus Study for Unincorporated County Areas (2021). These plans and programs address existing infrastructure needs and the needs of future development.</p> <p>The District is currently in the process of developing a Parks, Facilities, and Recreation Optimized Plan to provide guidance for District-wide provision of park and recreation facilities for 10+ years.</p>

Indicator	Score	Determination
The District meets benchmarks for parks and recreation services and has sufficient facilities to meet current demands.	 / 	<p>A review of the National Recreation and Parks Association (NPRA) 2022 Agency Performance Review suggests that the District is maintaining adequate ratios of residents per park and acres of parkland per 1,000 residents when compared to other agencies nationwide with similar populations. The District provides programming activities similar to other agencies nationwide.</p> <p>For outdoor parks and recreation facilities, the District is providing a higher level of services for residents compared to national agencies with a similar population. In addition, the District continues meet benchmarks similar to other local parks and recreation agency providers in the region.</p>
The District provides sufficient facilities and services to meet future demands.		<p>The District manages 43 parks; 10 community parks and 33 neighborhood parks, totaling 372 acres throughout the District. In addition, the District manages approximately 218 acres of recreational land in trail corridor parcels, a golf course and a former shooting center currently being reimagined for recreation use. The District has a total of 590 acres of recreational land in its inventory. The District also owns and maintains approximately 40 acres of landscaped corridor parcels that are not included in the recreational land acreage. New development in the District can fall within the City of Rancho Cordova or Sacramento County, and each require Quimby parkland dedication for new projects:</p> <ul style="list-style-type: none"> • City of Rancho Cordova: 5.00 acres of Quimby parkland per 1,000 residents • County of Sacramento/Unincorporated: 4.87 acres of Quimby parkland per 1,000 residents <p>The District's service goal is 5 acres per 1,000 residents. It is anticipated that Quimby parkland dedications for known development projects will add approximately 760 acres of new parkland to the District at full buildout. With an anticipated population of 280,000 and a total of 1,350 acres at buildout, this equates to 4.8 acres per 1,000 residents, approximately 0.2 acres less than the District's service capacity goal.</p> <p>Recommendation: The consultant recommends CRPD develop a strategy to meet the 5.0 acres per 1,000 residents service goal by buildout during the Optimized Plan process.</p>

Indicator	Score	Determination
The District has planned for replacement of aging park infrastructure and has preventative maintenance measures	▲	The District has internal construction, playground, irrigation, and backflow certified inspectors that continuously review infrastructure and provide recommendations to the CIP team.
Financial Accountability		
The District has completed annual audits for the last 5 years	▲	The District has annual audits for the last 5 years completed by JJACAP, Inc. independent auditors.
The District has a published policy for reserve funds, including the size and purpose of reserves and how they are invested	▲	The District has published financial policies last updated in December 2020. These include policies for reserve funds, the size and purpose of reserve and how they are invested.
Revenues exceeded expenditures in 50 percent of the studied fiscal years	▲	Revenues exceeded expenditures for FY 2018/2019 through FY 2021/2022. The District has budgeted a little less than \$1 million deficit for FY 2022/2023.
The District is in a positive Net Position for FY 2021/2022	▲	The District had a positive net position of \$99.5 million for FY 2021/2022.
The District generates revenue from a variety of sources	▲	Revenue for the District is made up of property taxes, special assessments, charges for services, developer fees, recreation and programming fees, rentals, and grants. The District has difficulty charging 100 percent cost recovery of programs/rentals due to the ability of residents to pay for recreation fees. The Cordova Recreation and Parks Foundation assists with fundraising and provides scholarships to residents that can't afford fees.
Shared Facilities and Services		
The District collaborates with neighboring entities to the extent possible to increase efficiency of the delivery of services within its boundary.	▲	The District has Joint Use Agreements (JUAs) and Memorandums of Understanding (MOUs) with three of the four school districts within its boundary. The District is currently working on a JUA with the Elk Grove Unified School District.
Agreements for shared facilities, services, any other appropriate agreement (i.e., Tax Sharing Agreement) are periodically reviewed to ensure fiscal neutrality.	▲	The District reviews agreements annually to ensure fiscal neutrality.
Other practices and opportunities that may reduce or eliminate <u>unnecessary</u> costs are examined by the District periodically.	▲	The District is in the process of producing an Optimized Plan which anticipates reviewing any redundancies with neighboring agencies
Key Score: ▲ Above Average (compared to similar Districts), ● Average, ▼ Below Average, ◆ Statement of Fact (not rated)		

Chapter 11. Sphere of Influence

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act) requires that LAFCO review and update the Sphere of Influence (SOI or Sphere) for each of the cities and special districts within the county. Sacramento LAFCO is being asked to consider the Sphere of Influence for the Cordova Recreation and Park District in conjunction with its review of the Districts updated Municipal Service Review.

11.1 Sphere of Influence Introduction

In determining the Sphere of Influence for an agency, LAFCO must consider and prepare written determinations with respect to four factors [Government Code §56425(e)]. These factors relate to the present and planned land uses including agricultural and open-space lands; the present and probable need for public facilities and services in the area; the present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide; and the existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency. Commission policies require review of service capacity, level and types of services currently provided, the areas where these services are provided, financial capabilities, cost of service, and location of existing and proposed facilities as well as timing (Sacramento LAFCO, 2007).

11.1.1 *Overview of Sphere of Influence Options Under CKH Act*

The intent of an SOI is to identify the most appropriate areas for an agency to provide services in the probable future. Accordingly, territory included in an agency's Sphere is an indication that the probable need for service has been established; and that the subject agency has been determined by LAFCO to be the most logical service provider for the area.

There are a number of ways to look at Spheres of Influence. One option is to consider growth and development and the need for municipal services over time. A second option is to determine an agency's ability to provide municipal services beyond its current boundary. For an agency that does not plan to provide municipal services beyond its present boundary, a Sphere boundary that is the same as the agency boundary is called a Coterminous Sphere of Influence. A third option is related to reducing the current Sphere of Influence of an agency by adopting a Reduced Sphere of Influence by excluding territory currently within an agency's Sphere. A fourth option relates to Sphere areas for which municipal services are not intended to be provided; that is, areas within a Sphere which will remain undeveloped (such as open space or 'protected lands'). Such an area is a special case and requires the agency to demonstrate why an area should be included within a Sphere for which no municipal services will be provided.

LAFCO also has the ability to determine a Zero Sphere of Influence for a City or Special District; signaling that the City or District does not have the wherewithal, governance capability, financial means, and/or operational capabilities to provide the municipal services for which it was formed and should be dissolved, or its function(s) reallocated to another agency.

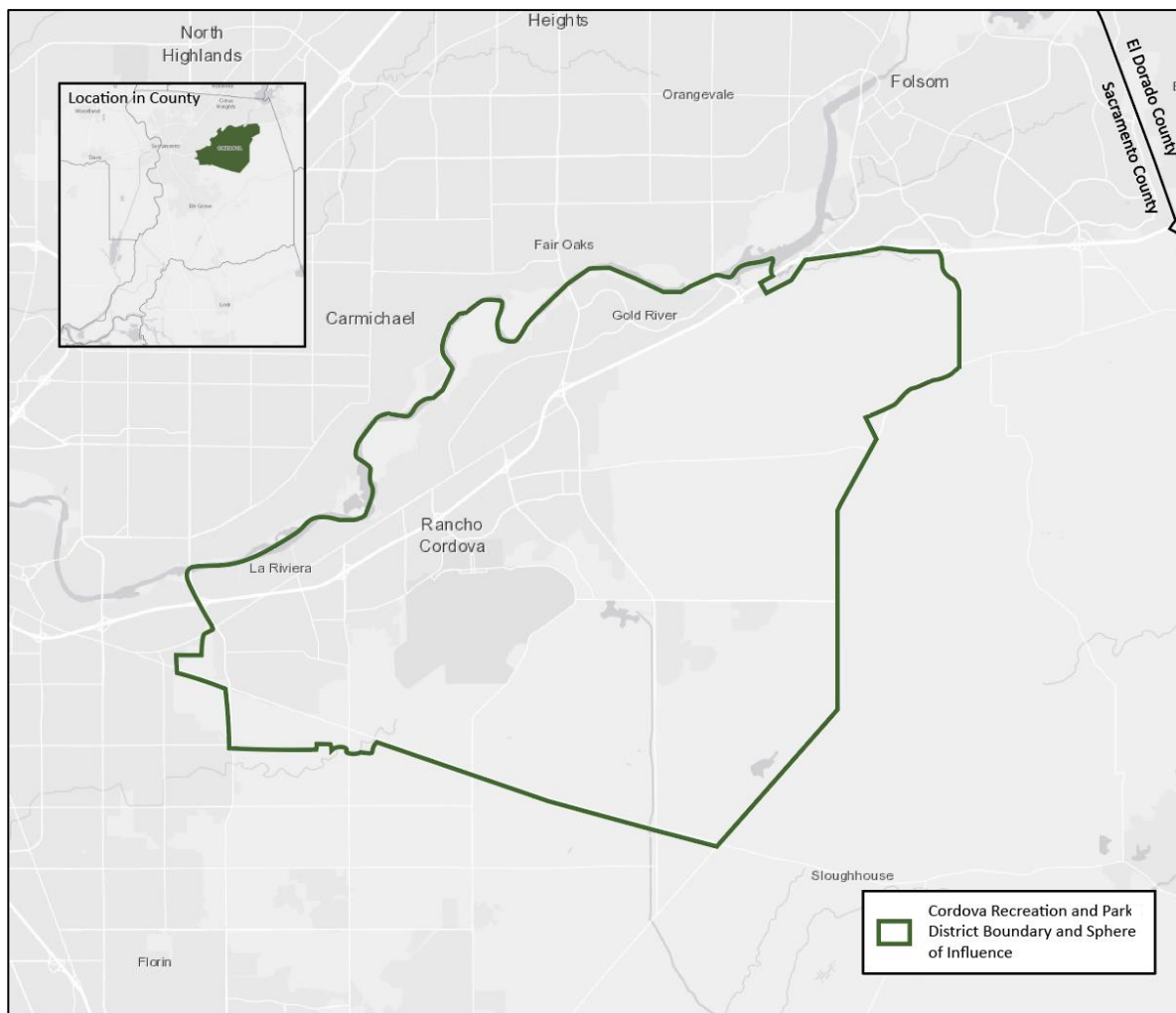
11.2 Existing Sphere of Influence

The Cordova Recreation and Park District (CRPD) is an independent special district that was established in 1958 with the aim of serving the parks, recreation and open space needs of the City of Rancho Cordova and portions of unincorporated Sacramento County encompassing the areas of Gold River, Larchmont, Mather, Riviera East, and Rosemont (CRPD, 2022a).

Sacramento LAFCO most recently affirmed the existing Sphere of Influence (SOI) for the Cordova Recreation and Park District in 2013 via Resolution No. 03-12.

The CRPD has a Coterminous Sphere of Influence, meaning that the Sphere boundary is the same as the agency boundary. District staff have indicated that the existing Sphere of Influence is appropriate for the District at the time of this MSR. The current boundary and SOI for the District can be seen in Figure 11-1.

Figure 11-1: Cordova Recreation and Park District Boundary and Sphere of Influence



11.3 Determinations

In determining the Sphere of Influence (SOI) for an agency, LAFCO must consider and prepare written determinations with respect to five factors as outlined in Government Code §56425(e). These factors are as follows:

1. The present and planned land uses in the area, including agricultural and open space lands;
2. The present and probable need for public facilities and services in the area;
3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide;
4. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency; and
5. The present and probable need for public facilities and services (including sewers, municipal and industrial water, or structural fire protection) of any disadvantaged unincorporated communities within the existing Sphere of Influence.

Consultants and LAFCO staff propose no change to the existing SOI for the District and recommend the commission approve the SOI determinations as presented below.

6. Present and planned land uses

The primary land uses within the District service area are described in Chapter 5, Section 5.3. The entirety of the City of Rancho Cordova is located within the Cordova Recreation and Park District boundary. Within the City of Rancho Cordova is a mix of land uses with the majority being residential followed by parks and open space and natural resources. Land within the Parks and Open Space category is designed to be used for both active and passive recreational activities, such as parks, lakes, golf courses, and trails. Currently 12 percent of land uses within the City are designated as parks and open space.

Future development in the City Planning Area includes all of the incorporated and unincorporated areas of the District. Parks and open space are anticipated to make up 7.2 percent of land uses in the entire planning area with 46.7 percent made up of residential land uses. Agricultural land remains in the City boundary and within the CRPD boundary and includes grazing land, farmland of local importance, prime farmland, farmland of statewide importance, and unique farmland. More extensive agricultural land is found adjacent to the CRPD boundary on the east and south sides. Much of the undeveloped lands within CRPD are classified as grazing land, specifically the southeast and southwest sides of the District. The City of Rancho Cordova and Sacramento County have the power to approve or disapprove land developments on farmland through their respective General Plans. CRPD is not a land use authority, therefore all conversions of agricultural lands would be under the direction of the City and the County within CRPD's boundary.

7. Present and probable need for facilities and services in the area

The District manages 43 parks (10 community parks and 33 neighborhood parks) totaling 372 acres throughout the District. The District manages multiple community centers, aquatic centers, and a sports complex. In addition, the District manages approximately 218 acres of recreational land in trail corridor

parcels, a golf course, and a former shooting center currently being reimagined for recreation use. The District has a total of 590 acres of recreational land in its inventory. The District also owns and maintains approximately 40 acres of landscaped corridor parcels that are not included in the recreational land acreage. Recreational programming for the District is extensive and includes numerous classes and programs throughout the year at various parks and facilities.

The District anticipates a total population of 280,000 at buildout of the undeveloped areas of the District. This projection does not include in-fill development and/or the unplanned Aerojet property located in the upper east quadrant of CRPD. New development within the District is required to provide land or in lieu fees for park and recreation purposes. Quimby parkland dedications for known new development projects will add approximately 760 acres of new parkland to the District, bringing the total parkland to approximately 1,350 acres.

8. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide

The District's existing service capacity is 5 acres per 1,000 residents. CRPD utilizes benchmark local and regional park districts to measure the recreation services the District provides, the facilities offered, amenities, and fees associated with programming. The District is meeting benchmarks similar to other local parks and recreation agency providers in the area including Southgate Recreation & Park District in South Sacramento, Sunrise Recreation and Park District, and El Dorado Hills Community Services District.

Based on national performance metrics, the District maintains adequate facilities for residents when compared to other agencies nationwide with similar populations. However, the District currently provides 4.6 acres of parkland per 1,000 residents, less than the District's goal of 5 acres of parkland per 1,000 residents. The District provides a higher number of facilities compared to national agencies, suggesting that the District is providing a higher level of service than comparable agencies for outdoor parks and recreation facilities. The District provides extensive programming for key activities when compared to national performance metrics and has targeted programs for children, seniors, and people with disabilities.

9. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency

The District is located within the unincorporated areas of Sacramento County and encompasses the entirety of the City of Rancho Cordova. Mather Airfield was identified by the County as an area of economic interest. The Airfield is a former military base that transferred from the Federal Government to the County for redevelopment purposes. The County's objective with the property is to serve as a major catalyst for redevelopment and economic development of surrounding jurisdictions and the Sacramento Region. No additional communities of interest are located within the District boundaries.

10. The present and probable need for public facilities and services of any disadvantaged unincorporated communities

There are Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the CRPD boundary and sphere of influence, including three census tracts. Water service to the DUCs is provided by

the Cal American Water Company or the Sacramento County Water Agency. Wastewater services is provided by SacSewer and Regional San. Fire protection services are provided by Sac Metro Fire. Due to these areas receiving the essential municipal services of water, wastewater, and structural fire protection, there are no communities within the existing CRPD boundary or adjacent to the District's boundary that lack these three public services, and no health or safety issues have been identified.

11.3.1 Recommendation

Pursuant to Government Code Section 56425(i)(2), the Commission does hereby establish the functions and classes of services provided by the Cordova Recreation and Park District as those specified in Community Services District Law, California Government Code Section 56044 et seq. Based upon the information contained in this report, it is recommended that the Cordova Recreation and Park District Service Area Boundary and SOI for all services remain unchanged.

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Chapter 12. References

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AGENDA OF MAY 3, 2023

REGULAR MEETING

**TO: Iva Walton, Chair, and
Members of the Sacramento Local Agency Formation Commission**

FROM: José C. Henríquez, Executive Officer

AGENDA

ITEM IV-5: Review and Approve the Yearly Consulting Contracts

RECOMMENDATION

Staff recommends that the Commission review and approve the attached consultant contracts LAFCo has with various entities.

REASON FOR RECOMMENDED ACTION AND BACKGROUND

Sacramento LAFCo has various consulting contracts for a diversity of reasons. Some contracts have open ended termination dates, some must be renewed annually and others have set expiration dates. Regardless of the status, it is good business practice, and part of your policies, for the Commission to review each ongoing contract and renew it if applicable.

The attached contract reviews and renewals cover the various on-going consulting and Commission support services for FY 2023-24. These contracts include amounts for reimbursable project costs, as well as funding for general support that is not reimbursable. The matrix on the following page indicates the action to be taken and the attachments contain the applicable contract.

Consultant	Services Provided	Cost	Expiration Date	Reimbursable	Recommended Action
CBG	Surveyor support	Time and materials	Open ended	Yes – 100%	Annual review of contract
Economic and Planning Systems (EPS)	Fiscal modeling and support	Not to exceed \$15,000	Subject to annual renewal on June 30	Partial	Renew contract
Environmental Planning Partners Inc. (EPP)	Environmental services	Not to exceed \$50,000	Subject to annual renewal on June 30	Yes – 100%	Renew contract
James Marta & Company	Auditing services	Variable by year. The cost of the audit for FY2022-23 will be \$9,300	Ends with FY2022-23 audit with optional extensions to the audit for FY2024-25	No	Annual review of contract
PlanWest Partners	Municipal Service Review/Sphere of Influence Study for Sacramento Suburban Water District	Not to exceed \$24,000	Ends with Commission approval of MSR/SOI Study	Yes – 100%	Annual review of contract
Policy Consulting Associates	Municipal Service Review/Sphere of Influence Study for Regional San and SacSewer	Not to exceed \$26,515	Ends with Commission approval of MSR/SOI Study	Yes – 100%	Annual review of contract

Consultant	Services Provided	Cost	Expiration Date	Reimbursable	Recommended Action
Sloan Sakai Yeung & Wong	Legal services	Not to exceed \$160,000	Subject to annual renewal on June 30	Partial	Renew contract
Special District Risk Management Authority (SDRMA)	LAFCo Office lease	Variable by year. Operable monthly rent for FY2023-24 will be \$5,112.00 (\$4962 + \$150 for a third parking space)	August 31, 2026	No	Annual review of contract

It should be noted that LAFCo absorbs all contract costs for James Marta and SDRMA. Funds were allocated in the LAFCo budget for Fiscal Year 2023-24 to cover them. The costs for the other contracts are either completely or partially reimbursable by applicants if the engagement of the consultant's expertise is needed as part of the processing of their LAFCo petition.

Attachments

- Attachment A: Consultant Agreement with CBG
- Attachment B: Consultant Agreement Between Sacramento LAFCo and Economic & Planning Systems
- Attachment C: Agreement Between Sacramento LAFCo and Environmental Planning Partners, Incorporated
- Attachment D: Agreement with James Marta & Company LLP
- Attachment E: Consultant Agreement with PlanWest Partners, Inc.
- Attachment F: Consultant Agreement with Policy Consulting Associates
- Attachment G: Agreement Between Sacramento LAFCo and Sloan Sakai Yeung & Wong LLP
- Attachment H: Second Amendment to Standard Multi-Lessee Office Lease - Gross

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**CONSULTANT AGREEMENT WITH [insert name]**

THIS AGREEMENT is made this 1st day of July,
2021, by and between the SACRAMENTO LOCAL AGENCY FORMATION
COMMISSION, hereinafter referred to as "LAFCo," and **CARLSON, BARBEE & GIBSON, INC.**
hereinafter referred to as the "Consultant."

7/23/21
OK
[Signature]**1. Purpose and Scope of Work**

LAFCo regularly receives applications from interested parties (Applicants") initiating proceedings. CBG Surveyors (Consultant) shall review geographic descriptions provided by LAFCo for technical correctness and compliance per the California State Board of Equalization requirements for Statements, Geographic Descriptions, Maps and Fees, GC Sections 54900 through 54903, (August 1, 2005, adopted by the State Board of Equalization July 1, 2005. Consultant shall prepare and provide a formal report of the findings of the review. The specific services and project description (scope and timing) are as set forth in Exhibit "A" attached hereto. The Executive Officer of LAFCo shall determine, in his sole discretion, whether Consultant's services are satisfactory, consistent with applicable professional industry standards.

2. Compensation and Expenses

The total compensation for such services performed by Consultant pursuant to this Agreement shall be paid monthly in arrears upon receipt of Consultant's invoice, subject to Paragraph 2.c. below. Such compensation shall be paid as set forth in Exhibit "A" attached hereto. The Consultant will invoice LAFCo and LAFCo will be responsible to make payment directly to the Consultant within sixty (60) days of Consultant's

presentation of a written statement of services performed, or presentation of appropriate receipts, travel vouchers, and/or LAFCo expense claim form, so long as the work is approved, and the payment amount is consistent with the amount authorized in writing by LAFCo and sufficient funds have been provided by the Applicants. Alternatively, the Consultant agrees to accept payment directly from the Applicants.

a. In no event shall the total compensation to Consultant for work performed and reimbursement of expenses incurred pursuant to this Agreement exceed [amount], unless this Agreement is amended in writing.

b. Consultant acknowledges that the funding for this Agreement will be the responsibility of the Applicants. Notwithstanding the compensation limit set forth in Subsection 2.b, above, Consultant agrees that:

i. Consultant will not proceed with any phase of the work until the Executive Officer has given written authorization to proceed, together with the funding amount available for such work;

ii. The Executive Officer may, from time to time, direct Consultant to suspend its work, if the Executive Officer determines in good faith that funding will not be available to compensate Consultant for such work;

iii. In no event shall LAFCo be required to pay Consultant more than the funding amount received for Consultant's work from the Applicants; and

iv. In the event of non-payment by the Applicants, LAFCo or Consultant may terminate this Agreement.

3. **Materials, Supplies and Equipment**

Except as otherwise specifically set forth in Exhibit "A," attached hereto, Consultant shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of services pursuant to this Agreement.

4. **Ownership**

Consultant agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement shall be the sole property of LAFCo, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to LAFCo upon request.

Consultant may publish marketing materials or professional papers drawing from work that is at that time in the public domain.

Consultant represents and warrants that all materials or work product to be furnished to LAFCo will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that LAFCo is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided in Exhibit "A," attached hereto. Consultant shall indemnify and hold harmless LAFCo, its directors, officers, employees, agents and representatives, from any claim, loss, damage, cost, liability or expense arising from any negligence, falsity, or violation of the foregoing representation and warranty.

5. **Limitation of Compensation**

LAFCo is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by LAFCo of Consultant's work products, whether or not said use relates to the project for which said work product was prepared.

6. **Time of Work**

Consultant shall perform services required in a timely manner. Consultant shall use its best efforts to complete the work in time to allow for consideration by LAFCo, consistent with the Schedule in Exhibit "A." If LAFCo does not receive funds from the Applicants in a timely manner, or if payments are delayed, the time for completion may be amended by agreement of the parties hereto.

7. **Terms and Conditions**

The Standard Form Terms and Conditions attached hereto as Exhibit "B" are made a part of this Agreement. Consultant's signature on this Agreement constitutes acknowledgment that Consultant has received said Terms and Conditions.

In the event of any inconsistency between said Standard Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

8. **Exhibits**

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

9. **Nonexclusive Agreement**


Consultant understands and agrees that this is a nonexclusive Agreement. LAFCo may hire other consultants for work of a similar or identical nature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT

By: 
DocuSigned by:
1D7F199A235C462...

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By: 
Donald J. Lockhart, AICP
Executive Officer

APPROVED AS TO FORM:

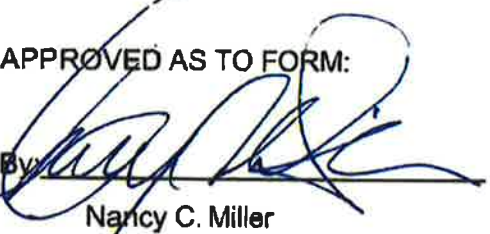
By: 
Nancy C. Miller
LAFCo General Counsel

EXHIBIT A

SCOPE OF SERVICES/SCHEDULE/TOTAL COSTS

- Consultant shall review geographic descriptions provided by LAFCo for technical correctness and compliance per the California State Board of Equalization's "Requirements for Statements, Geographic Descriptions, Maps and Fees, Sections 54900 Through 54903, Government Code, August 1, 2005", adopted by the State Board of Equalization July 1, 2005.
- Consultant shall prepare a formal report of the findings of the review. The report shall explain deficiencies within the provided geographic descriptions as they relate to the aforementioned State Board of Equalizations requirements and technical correctness.
- Consultant shall complete their review within the timeframe LAFCo specifies upon notice of request to review geographic descriptions.



**CIVIL ENGINEERS
SURVEYORS
PLANNERS**



STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through December 31, 2021

Engineering

Project Manager	\$185
Senior Engineer.....	\$175
Project Engineer.....	\$170
Staff Engineer.....	\$160
Assistant Engineer	\$140

Surveying

Senior Surveyor	\$175
Project Surveyor.....	\$170
Staff Surveyor	\$160
Assistant Surveyor	\$140

Party Chief.....	\$185
Chainman	\$100

Drafting

CAD Technician	\$125
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Administration

Clerical	\$80
Reimbursables.....	Cost +10%

Management

Principal	\$205
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EXHIBIT B

TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of LAFCo.
2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations, consistent with applicable industry standards, pursuant to this Agreement.
3. Indemnification. Consultant shall assume the defense of, and indemnify and hold harmless, LAFCo and its directors, officers, agents, employees and representatives, from any and all claims, costs, damages, expenses, injuries, liability and losses, including but not limited to reasonable attorney's fees and litigation costs, accruing or resulting to any and all consultants, subcontractors, materialmen, laborers, employees, and other person, firm or corporation furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, from any and all claims and losses accruing or resulting directly or indirectly from the performance of this Agreement, except where such claims and losses are due to the active negligence or willful misconduct of the indemnitee.

4. Consultant not Agent. Except as LAFCo may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of LAFCo in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind LAFCo to any obligation whatsoever.

5. Products of Consulting. All products of consulting shall become the sole property of LAFCo and shall be delivered to LAFCo before the end of performance under this Agreement.

6. Assignment Prohibited. Consultant may not assign any right or obligation pursuant to this Agreement without prior written consent of LAFCo. Any attempted or purported assignment of any such right or obligation by Consultant without such consent shall be void and of no effect.

7. Modifications and Amendments. This Agreement may be modified or amended by mutual consent of Consultant and LAFCo, evidenced in writing and executed by the parties.

8. Changes. LAFCo may, from time to time, request changes in the scope of work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between LAFCo and Consultant, shall be incorporated in written amendments to this Agreement.

9. Termination. This Agreement may be terminated by LAFCo on forty-eight (48) hours written notice. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party. Consultant may terminate

on forty-eight (48) hours written notice only upon the written consent of LAFCo unless LAFCo has breached or is in default under the Agreement.

In the event LAFCo abandons the project, upon written notification to the Consultant, this Agreement shall terminate. In the event of termination, Consultant shall be entitled to the authorized compensation earned by it through the date of termination, computed pro rata up to and including the date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to deliver products to LAFCo. In no event shall LAFCo be liable for lost profits. In no event shall Consultant perform uncompensated work for LAFCo after the date of termination.

10. Products to be Delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to LAFCo all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement. All such material shall be the sole property of LAFCo.

11. Notices. Any and all notices, demands, request, or other matters required by this Agreement or by law to be served on, or given to, or delivered to either party hereto, LAFCo or Consultant, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to LAFCo or Consultant as provided in this Agreement. Either party may change its address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

12. Insurance.

a. Consultant shall carry workers' compensation insurance unless Consultant executes the "No Employees Certification Form" attached.

b. Consultant shall carry general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Consultant shall provide LAFCo with a certificate of insurance on a standard form showing that (1) Consultant maintains the required general liability insurance; (2) the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to LAFCo; and (3) LAFCo is an additional insured.

c. Consultant shall carry automobile liability insurance with a minimum coverage of \$1,000,000 per person and per accident for bodily injury and \$300,000 for property damage. Consultant shall either (1) provide LAFCo with a certificate of insurance on a standard form showing that Consultant maintains the required automobile liability insurance, that the insurer shall not terminate or modify coverage without twenty (20) days' advance written notice to LAFCo, and that LAFCo is an additional insured's; or (2) affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, that the coverage will be kept in place for the duration of the Agreement, that Consultant has a valid driver's license, and that his or her vehicle is in proper operating condition.

13. Licenses. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

14. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and reasonable attorney's fees incurred in such action from the other party.

15. Fair Employment. In the performance of this contract, Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age¹ pursuant to Section 12940 et seq. of the Government Code. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms conditions or privileges of employment; and selection for training, including apprenticeship.

Consultant will permit access to his records of employment, employment advertisements, application forms, and other pertinent dates and records by the Fair Employment and Housing Commission or LAFCo for the purpose of investigation to ascertain compliance with the Fair Employment section of this contract.

¹"It is an unlawful employment practice for an employer to refuse to hire or employ, or to discharge, reduce, suspend, or demote any individual over the age of 40 on the ground of age, except in cases where the law compels or provides for such action." (Government Code Section 12941)

Remedies for willful violation:

a. LAFCo may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.

b. For willful violation of these Fair Employment provisions, LAFCo shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by LAFCo in securing the goods or services hereunder shall be borne and paid by Consultant and his surety under the performance bond, if any, and LAFCo may deduct from any monies due or that thereafter may become due to Consultant, the differences between the price named in the contract and the actual costs thereof to LAFCo.

16. Conflict of Interest.

a. Consultant represents that it has no financial interest in any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or directly affected by the services provided or work performed by Consultant, other than those listed below. A Consultant has a "financial interest" if it is reasonably foreseeable that Consultant, or a member of his or her immediate family, may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or directly affected by the services provided or work performed by Consultant. As used throughout this Section, the term

"Consultant" includes every owner and every employee of Consultant.

Name:

Address:

Relationship to Consultant:

Name:

Address:

Relationship to Consultant:

_____ initial and use a separate sheet of paper, if necessary

b. Consultant represents that neither Consultant nor any member of Consultant's immediate family has, or anticipates having, any financial interest (as defined in subsection (e) below) in any contract made or to be made by LAFCo in which Consultant or any member of Consultant's immediate family, has advised LAFCo or participated in preliminary discussions, negotiations, compromises, reasoning, planning, drafting of plans and/ or

specifications, or solicitation of bids. Consultant further represents that neither Consultant nor any member of Consultant's immediate family has been or anticipates being either a purchaser at any sale or a vendor at any purchase made by LAFCo. If Consultant or any member of Consultant's immediate family has or anticipates having any financial interest in any such contract or purchase, Consultant shall provide the following information with respect to each such interest:

Name of entity under contract with LAFCo:

Relationship to Consultant:

Name of entity under contract with LAFCo:

Relationship to Consultant:

Name of entity under contract with LAFCo:

Relationship to Consultant:

_____ initial and use a separate sheet of paper, if necessary

- c. If requested by LAFCo, Consultant agrees to file a completed "Fair Political

Practices Commission (FPPC) Form 700, Statement of Economic Interest for Designated Employees" with LAFCo in accordance with LAFCo's Conflict of Interest Code.

d. LAFCo hereby determines that Consultant is hired to perform a range of duties that are limited in scope. A description of Consultant's duties is contained in Exhibit A. Based upon that description, Consultant shall:

_____ Not be required to file a FPPC Form 730.

_____ File a FPPC Form 730 and disclose pursuant to:

_____ Disclosure Category 1.

_____ Disclosure Category 2.

_____ Disclosure Category 3.

_____ Disclosure Category 4.

_____ Executive Officer's Initials

e. For the purposes of this Section, a Consultant has a "financial interest" if it is reasonably foreseeable that Consultant, or member of Consultant's immediate family, may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or



directly affected by the services provided or work performed by Consultant. As used throughout this Section, the term "Consultant" includes every owner and every employee of Consultant.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

TO THE SACRAMENTO LOCAL AGENCY FORMATION COMMISSION:

The undersigned does hereby certify that Consultant is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for workers' compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that Consultant will comply with such provisions before commencing the performance of work on this contract.

Consultant

By:

Title:

Address:

Date:

PLEASE READ BELOW CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer, partner or individual. If the Consultant is:

1. An individual using a firm name, sign: "Jane Doe, individual doing business as Blank Company".
2. An individual doing business under his/her own name, sign: your name only.
3. A co-partnership sign: "John Doe and Jane Roe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation, sign: "Blank Company, by John Doe, Vice President." (or other title).

NO-EMPLOYEE CERTIFICATION

Consultant certifies that she has no employees and is not subject to the provisions of Section 3700, et seq., of the California Labor Code ("Code"), which requires every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of the Code. Consultant agrees that she will comply with such provisions immediately upon hiring any employee.

Consultant:

By: _____

Title: _____

Address: _____

-

Date: _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer, partner or individual submitting the bid. If the Consultant is: (Example)

1. An individual using a firm name, sign: "Jane Doe, individual doing business

as Blank Company".

2. An individual doing business under his/her own name, sign: your name only.
3. A co-partnership sign: "John Doe and Jane Roe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation, sign: "Blank Company, by John Doe, Vice President." (or other title).

CONSULTANT AGREEMENT BETWEEN
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
AND ECONOMIC & PLANNING SYSTEMS, INC.

THIS AGREEMENT is made this 1st day of July, 2020, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, a California public agency, hereinafter referred to as “LAFCo,” and ECONOMIC AND PLANNING SYSTEMS, INC., a California corporation, hereinafter referred to as “Consultant.”

1. Scope of Work and Time of Performance.

a. Consultant will assist the Sacramento Local Agency Formation Commission with financial modeling and other technical assistance. Consultant shall carry out these services in accordance with the scope of services, schedule, and budget set forth in Exhibit A, attached hereto. The Executive Officer of LAFCo shall determine, in his sole discretion, whether Consultant’s services are satisfactory, consistent with applicable professional industry standards.

b. Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on July 1, 2021, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.

2. Compensation and Expenses.

a. The total compensation for such services performed by Consultant pursuant to this Agreement shall be paid monthly in arrears upon receipt of Consultant's invoice. Such compensation shall be paid as set forth in Exhibit A, attached hereto. The Consultant will invoice LAFCo and LAFCo will be responsible to make payment directly to the Consultant within sixty (60) days of Consultant's presentation of a written statement of services performed, or presentation of appropriate receipts, travel vouchers, and/or LAFCo expense claim form, so long as the work is approved, and the payment amount is consistent with the amount authorized in writing by LAFCo.

b. In no event shall the total compensation to Consultant for work performed and reimbursement of expenses incurred pursuant to this Agreement exceed \$15,000, unless this Agreement is amended in writing.

3. Materials, Supplies and Equipment.

Except as otherwise specifically set forth in Exhibit A, attached hereto, Consultant shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of services pursuant to this Agreement.

4. Ownership.

a. Consultant agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of

whatever nature produced in the performance of this Agreement shall be the sole property of LAFCo, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to LAFCo upon request.

b. Consultant may publish marketing materials or professional papers drawing from work that is at that time in the public domain.

c. Consultant represents and warrants that all materials or work product to be furnished to LAFCo will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that LAFCo is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided in Exhibit A, attached hereto. Consultant shall indemnify and hold harmless LAFCo, its directors, officers, employees, agents and representatives, from any claim, loss, damage, cost, liability or expense arising from any negligence, falsity, or violation of the foregoing representation and warranty.

d. In the event of termination of this Agreement, Consultant shall immediately deliver to LAFCo all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement. All such material shall be the sole property of LAFCo.

5. Limitation of Compensation.

LAFCo is not obligated to employ Consultant or pay royalties or other compensation of any kind to Consultant as a result of the use by LAFCo of Consultant's work products, whether or not said use relates to the project for which the work product was prepared.

6. Time of Work.

Consultant shall perform services required in a timely manner. Consultant shall use its best efforts to complete the work in time to allow for consideration by LAFCo, consistent with the Schedule in Exhibit A.

7. Exhibits.

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

8. Nonexclusive Agreement.

Consultant understands and agrees that this is a nonexclusive Agreement. LAFCo may hire other consultants for work of a similar or identical nature.

9. Independent Contractor.

At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of LAFCo.

10. Time.

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's

obligations, consistent with applicable industry standards, pursuant to this Agreement.

11. Indemnification.

Consultant shall assume the defense of, and indemnify and hold harmless, LAFCo and its directors, officers, agents, employees and representatives (the “indemnitees”), from any and all claims, costs, damages, expenses, injuries, liability and losses, including but not limited to attorney's fees and litigation costs, accruing or resulting from any and all consultants, subcontractors, materialmen, laborers, employees, and other person, firm or corporation furnishing or supplying work, services, materials, or supplies, in connection with the negligent performance of this Agreement, from any and all claims and losses accruing or resulting directly or indirectly from the negligent performance of this Agreement, except where such claims and losses are due to the sole active negligence or willful misconduct of an indemnitee.

12. Consultant not Agent.

Except as LAFCo may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of LAFCo in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind LAFCo to any obligation whatsoever.

13. Assignment Prohibited.

Consultant may not assign any right or obligation pursuant to this Agreement without prior written consent of LAFCo. Any attempted or purported assignment of any

such right or obligation by Consultant without such consent shall be void and of no effect.

14. Modifications and Amendments.

This Agreement may be modified or amended by mutual consent of Consultant and LAFCo, evidenced in writing and executed by the parties. LAFCo may, from time to time, request changes in the scope of work of the Agreement in Exhibit A. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between LAFCo and Consultant, shall be incorporated in written amendments to this Agreement.

15. Termination.

a. This Agreement may be terminated by LAFCo on forty-eight (48) hours written notice. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party. Consultant may terminate on forty-eight (48) hours written notice only upon the written consent of LAFCo, unless LAFCo has breached or is in default under the Agreement.

b. In the event LAFCo abandons the project, upon written notification to the Consultant, this Agreement shall terminate. In the event of termination, Consultant shall be entitled to the authorized compensation earned by it through the date of termination, computed pro rata up to and including the date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to deliver products to LAFCo. In no event shall LAFCo be liable for lost profits. In no event shall Consultant perform uncompensated work for LAFCo after the date of termination.

16. Notices.

Any and all notices, demands, request, or other matters required by this Agreement or by law to be served on, or given to, or delivered to either party hereto, LAFCo or Consultant, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to LAFCo or Consultant as provided in this Agreement. Either party may change its address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

17. Insurance.

a. Consultant shall carry workers' compensation insurance unless Consultant executes the "No Employees Certification Form" in Exhibit B, attached hereto.

b. Consultant shall carry general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence. Consultant shall provide LAFCo with a certificate of insurance on a standard form showing that (1) Consultant maintains the required general liability insurance; and (2) LAFCo is an additional insured.

c. Consultant shall carry automobile liability insurance with a minimum coverage of \$1,000,000 per person and per accident for bodily injury and \$300,000 for property damage. Consultant shall either (1) provide LAFCo with a certificate of insurance on a standard form showing that Consultant maintains the required automobile liability insurance,

and that LAFCo is an additional insured's; or (2) affirm in writing the name of Consultant's automobile liability insurer and policy number, the policy limits and effective dates of coverage, that the coverage will be kept in place for the duration of the Agreement, that Consultant has a valid driver's license, and that his or her vehicle is in proper operating condition.

(d) In the event insurance coverage required under this Agreement is canceled, suspended, voided, or reduced, in coverage or in limits, Consultant shall provide written notice to LAFCo no later than five (5) days after Consultant has knowledge of such cancellation, suspension, or reduction in coverage or limits.

18. Licenses.

At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

19. Attorney's Fees.

In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

20. Fair Employment.

a. In the performance of this contract, Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age pursuant to Section 12940 et seq. of the Government Code. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical handicap, mental condition, marital status, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms conditions or privileges of employment; and selection for training, including apprenticeship.

b. Consultant will permit access to its records of employment, employment advertisements, application forms, and other pertinent dates and records by the Fair Employment and Housing Commission or LAFCo for the purpose of investigation to ascertain compliance with the Fair Employment section of this contract.

c. LAFCo may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act, and has issued an order, under Government Code Section 12970, which has become final, or obtained

injunctive relief under Government Code Section 12973.

d. For willful violation of these Fair Employment provisions, LAFCo shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by LAFCo in securing the goods or services hereunder shall be borne and paid by Consultant and his surety under the performance bond, if any, and LAFCo may deduct from any monies due or that thereafter may become due to Consultant, the differences between the price named in the contract and the actual costs thereof to LAFCo.

21. Conflict of Interest.

a. Consultant represents that it has no financial interest in any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or directly affected by the services provided or work performed by Consultant. A Consultant has a "financial interest" if it is reasonably foreseeable that Consultant, or a member of his or her immediate family, may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or directly affected by the services provided or work performed by Consultant. As used throughout this Section, the term "Consultant" includes every owner and every employee of Consultant.

b. Consultant represents that neither Consultant nor any member of Consultant's immediate family has, or anticipates having, any financial interest (as defined in subsection (d), below) in any contract made or to be made by LAFCo in which Consultant or any member of Consultant's immediate family, has advised LAFCo or participated in preliminary discussions, negotiations, compromises, reasoning, planning,

drafting of plans and/ or specifications, or solicitation of bids. Consultant further represents that neither Consultant nor any member of Consultant's immediate family has been or anticipates being either a purchaser at any sale or a vendor at any purchase made by LAFCo.

c. If requested by LAFCo, Consultant agrees to file a completed "Fair Political Practices Commission (FPPC) Form 700, Statement of Economic Interest for Designated Employees" with LAFCo in accordance with LAFCo's Conflict of Interest Code.

d. For the purposes of this Section, a Consultant has a "financial interest" if it is reasonably foreseeable that Consultant, or member of Consultant's immediate family, may gain a material financial advantage as a result of Consultant's relationship with any bidder, prospective bidder, contractor, or subcontractor or any other entity connected with or directly affected by the services provided or work performed by Consultant. As used throughout this Section, the term "Consultant" includes every owner and every employee of Consultant.

22. Governing Law and Choice of Forum.

This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

23. Integration.

This Agreement represents the entire understanding of LAFCo and Consultant as to

those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with this Agreement.

24. Severability.

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

25. Headings.

The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

26. Authority.

Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

27. Counterparts.


This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT EPS, Inc.

By: **Jamie
Gomes**

Digitally signed by Jamie Gomes
DN: cn=Jamie Gomes, o=EPS, ou,
email=jgomes@epssac.com, c=US
Date: 2020.07.02 10:07:08 -07'00'
Jamie Gomes
Managing Principal

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By:  06/30/2020

Donald J. Lockhart, AICP
Executive Officer

EXHIBIT A
SCOPE OF SERVICES; SCHEDULE; AND BUDGET

Scope of Services:

EPS will provide administrative technical support to LAFCo staff. Such technical support will include creating template financial analysis model(s) to facilitate future efforts with financial planning and modeling. EPS will meet with LAFCo staff to inform and to review EPS deliverables.

Deliverables:

At the completion of the work effort, EPS will turn over the financial models to LAFCo in an Excel-based spreadsheet format conducive for future LAFCo use.

Budget:

Expenses, such as travel, telephone, and printing, will be billed at cost. The total amount billed for expenses and all work performed under this Agreement shall not exceed \$15,000. Consultant's time will be billed at the rates listed below.

FY 2020-21 Staffing and Billing Rates: (billing rates updated annually)

Managing Principal	\$285-\$300
Senior Principal	\$350
Principal	\$265
Executive/Senior Vice President	\$240

Vice President	\$215
Senior Technical Associate	\$195
Senior Associate	\$185
Associate	\$170
Research Analyst II	\$130
Research Analyst I	\$95
Production and Administrative Staff	\$80

EXHIBIT B

NO EMPLOYEE CERTIFICATION

(Only completed if Consultant has no employees.)

Consultant certifies that she has no employees and is not subject to the provisions of Section 3700, et seq., of the California Labor Code ("Code"), which requires every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of the Code. Consultant agrees that she will comply with such provisions immediately upon hiring any employee.

Consultant:

By:

Title:

Address:

Date:

EXHIBIT C

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee.

The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the Sacramento County Local Agency Formation Commission are:

Sue Frost, Sacramento County

Susan Peters, Sacramento County

Sarah Aquino, City of Folsom

Angelique Ashby, City of Sacramento

Chris Little, Public Member

Lindsey Leibig, Herald Fire Protection District

Gay Jones, Sacramento Metro Fire Department

Have you or your company, or any agent on behalf of you or your company, made

any political contributions of more than \$250 to any Commissioner(s) in the 12 months preceding the date of the issuance of this request for proposal?

☐ YES ☒ NO

If yes, please identify the Commissioner(s):

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Commissioner(s) in the three months following the award of the contract?

☐ YES ☒ NO

If yes, please identify the Commissioner(s):

Answering yes to either of the two questions above does not preclude LAFCo from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

Jamie Gomes

Digitally signed by Jamie Gomes
DN: cn=Jamie Gomes, o=EPS, ou,
email=jgomes@epssac.com, c=US
Date: 2020.07.02 10:07:52 -07'00'

Date

Name Jamie Gomes

Firm Economic & Planning Systems, Inc. (EPS)

Address 400 Capitol Mall, 28th Floor

Sacramento, CA 95814

AGREEMENT BETWEEN
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
AND
ENVIRONMENTAL PLANNING PARTNERS, INCORPORATED

This Agreement is made and entered into this 1st day of July, 2021, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION (hereinafter referred to as "LAFCo"), and ENVIRONMENTAL PLANNING PARTNERS, Inc.

1. **CONTRACTORS OBLIGATION** Contractor shall provide environmental planning services, environmental document preparation, consultation, research, opinions, and advice. Contractor shall send LAFCo a detailed statement for fees and costs incurred every month.
2. **LAFCO'S RESPONSIBILITIES** For the purposes described in this Agreement, LAFCo shall pay Contractor for services rendered at the hourly rate outlined in Exhibit "A," attached hereto.

The total amount paid to Contractor under this Agreement shall not exceed \$20,000 for services that are not reimbursed by third parties and \$30,000 for services that are reimbursed by third parties for a total amount not to exceed \$50,000 unless the amount is amended in writing by the parties. The total amount does not include an amount for litigation. In the event of litigation, the contract may be amended.

3. **CONTRACTORS RESPONSIBILITIES** Contractor shall provide environmental planning services to LAFCo, as requested, in order to assist LAFCo in complying with the California Environmental Quality Act in LAFCo's consideration of projects and applications brought before LAFCo. Contractor's services may include, but are not necessarily limited to:
 - Preparing environmental documents compliant with the California Environmental Quality Act for LAFCo projects. Such documents under this contract include Notices of Exemption, Initial Studies, and Negative Declarations. If an expanded Initial Study with special technical studies or an Environmental Impact Report is initiated, the budgeted amount may increase upon written agreement of the parties.
 - Reviewing and commenting upon environmental documents prepared by local lead agencies to support applications submitted to LAFCo in LAFCo's role as a responsible agency under terms of the California Environmental Quality Act.
4. **TERM** The term of this Agreement shall be from the effective date of *July 1, 2021* through *June 30, 2022*.

5. **TERMINATION** This Agreement may be terminated as follows:

By mutual consent of both parties; or

By LAFCo upon written notice thereof to Contractor

ASSIGNMENT Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of LAFCo, except that claims for money due or to become due Contractor from LAFCo under this Agreement may be assigned by Contract to a bank, trust company, or other financial institution without such approval, written notice of any such transfer shall be furnished promptly to LAFCo. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

MODIFICATION This Agreement may only be modified by a written amendment hereto, executed by both parties.

SEVERABILITY If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

CONFIDENTIAL RELATIONSHIP All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than LAFCo without LAFCo's permission except as provided by law.

INDEPENDENT CONTRACTOR No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to the LAFCo being that of independent contractor. LAFCo will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.

INSURANCE During the term of this Agreement, Contractor shall maintain professional liability insurance that is reasonably satisfactory to LAFCo in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Contractor shall also maintain worker's compensation insurance as required by statute.

SURVIVAL Contractor shall remain obligated under all clauses of this Agreement that expressly or by their nature extend beyond the term hereof.

NOTICES All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

LAFCo: Sacramento Local Agency Formation Commission
Attention: Donald J. Lockhart, AICP
11121 Street, #100
Sacramento CA 95814-2836

CONTRACTOR: Environmental Planning Partners Inc.
Attention: Robert D. Klousner
2934 Gold Pan Court, Ste 3
Rancho Cordova, CA 95670

ADDITIONAL PROVISIONS: This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

In addition, only the following costs will be billed as follows:

In-house photocopying will be billed at \$.05 a copy. Other photocopying, postage, long distance telephone charges, federal express, courier service, court and administrative fees, and all other "out of pocket" costs will be billed at actual costs.

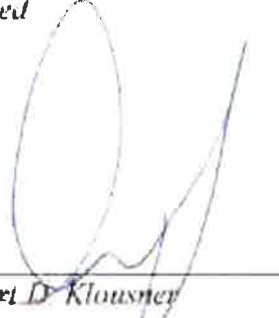
Hourly rates shown in Exhibit A attached.

Executed by Contractor and by LAFCo in Sacramento, California on the date and year first above written.

*SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION*

*ENVIRONMENTAL PLANNING PARTNERS
Incorporated*

By: 
Donald J. Lockhart, AICP
Executive Officer

By: 
Robert D. Klousner

Dated: 1 July 2021

Dated: 5/3/21

2021-2022
RATE SCHEDULE

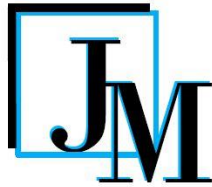
Environmental Document Preparation and Consulting

Client: Sacramento Local Agency Formation Commission

Matter: Environmental Document Preparation and Consulting

Hourly rates for Planning Partners' personnel:

Principal	\$185.00
Principal Planner/Scientist	\$170.00
Prof. Planner/Scientist	\$140.00
Senior Planner	\$120.00
Assoc. Planner/Scientist	\$105.00
Planner	\$100.00
Planning Technician	\$95.00
Cartographer	\$90.00
Support	\$70.00



James Marta & Company LLP
Certified Public Accountants

Accounting, Auditing, Consulting, and Tax

October 1, 2020

Sacramento Local Agency Formation Commission
1112 I Street, Suite 100
Sacramento, CA 95814

We are pleased to confirm our understanding of the arrangements for our audit of the financial statements of Sacramento Local Agency Formation Commission for the fiscal years ending June 30, 2021, 2022, and 2023. You will also have the option to extend our engagement for the fiscal years ending June 31, 2024 and 2025.

This letter confirms the services you have asked our firm to perform and the terms under which we have agreed to do that work. Please read this letter carefully because it is important to both our firm and you that you understand what you can and cannot expect from our work. In other words, we want you to know the limitations of the services you have asked us to perform. If you are confused at all by this letter or believe we have misunderstood what you need, please call to discuss this letter before you sign it.

Scope of Work

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Sacramento Local Agency Formation Commission, as of June 30, 2021, and for the years then ended and the related notes to the financial statements, which collectively comprise Sacramento Local Agency Formation Commission's basic financial statements and provide assistance with the preparation of the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America and Governmental Accounting Standards require that the Management's Discussion and Analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget (Non-GAAP) and Actual

We are not aware of any other supplementary information other than RSI that will accompany Sacramento Local Agency Formation Commission's basic financial statements.

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and Governmental Accounting Standards and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards (GAAS) and in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, the State Controller's Minimum Audit Requirements for California Special Districts, the Office of Management and Budget's Compliance Supplement for Single Audits, and the Uniform Guidance (2 CFR Section 200), Audits of States, Local Government, and Nonprofit Organizations, as applicable, and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraph(s). If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States, the State Controller's Minimum Audit Requirements for California Special Districts; the Office of Management and Budget's Compliance Supplement for Single Audits, and the Uniform Guidance (2 CFR Section 200), Audits of States, Local Government, and Nonprofit Organizations, as applicable. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement and are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. As such, our audit will involve performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements and will include tests of the accounting records of Sacramento Local Agency Formation Commission and other procedures we consider necessary. The procedures we determine necessary will depend on our "auditor's" judgment and will be based, in part, on our assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected by our firm, even though our audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards*, promulgated by the United States Comptroller General; the Office of Management and Budget's Compliance Supplement for Single Audits; and the Uniform Guidance (2 CFR Section 200), Audits of States, Local Government, and Nonprofit Organizations, as applicable. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental

regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors that come to our attention, and we will inform you, or the appropriate level of management, of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we will consider internal controls relevant to the preparation and fair presentation of your entity's financial statements in order to design audit procedures that are appropriate in the circumstances. However, our audit procedures are not designed for the purpose of expressing an opinion on the effectiveness of your entity's internal control. We will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform required tests of Sacramento Local Agency Formation Commission's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

As part of our engagement, we may advise you about appropriate accounting principles and their application; however, management acknowledges and understands that the final responsibility for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America remains with you. As such, management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Other management responsibilities include maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

By your signature below, you also acknowledge that you are responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. This responsibility includes having appropriate programs and controls in place to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the company that involves management, employees who have significant roles in internal control, and others where fraud could have a material impact on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the company received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the company complies with applicable laws and regulations. You agree that management will confirm its understanding of its responsibilities as defined in this letter to us in a management representation letter.

Management's responsibilities also include designating qualified individuals with the skill, knowledge, and experience to be responsible and accountable for overseeing financial statement preparation, tax services, and any other nonattest services we perform as part of this engagement, as well as evaluating the adequacy and results of those services and accepting responsibility for them.

You further acknowledge and understand that management is responsible for providing us with access to all information management is aware of that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters; for the accuracy and completeness of the information that is provided to us; and for informing us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements. This responsibility also includes providing us with any additional information that we may request from management for the purpose of the audit; as well as allowing us unrestricted access to individuals within the organization from whom we may determine it necessary to obtain audit evidence, including access to your designated employees who will type all confirmations we request.

Reporting

We expect to issue a written report upon completion of our audit of Sacramento Local Agency Formation Commission's basic financial statements. Our report will be addressed to the board of directors of Sacramento Local Agency Formation Commission. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph, decline to express an opinion, or withdraw from the engagement.

We also will issue a written report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, and on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance (if applicable) upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in approximately August of each year and to complete and issue our report no later than October 31 of each year.

Jesse Deol, CPA, ARM is the engagement partner for the audit services specified in this letter. His responsibilities include supervising James Marta & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our liability as auditors shall be limited to the period covered by our audit and shall not extend to later periods for which we are not engaged as auditors.

Record Retention

It is our policy to keep records related to this engagement for 7 years. However, James Marta & Company LLP does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 7 year period James Marta & Company LLP shall be free to destroy our records related to this engagement.

Fees

Our fee for the audit will be \$9,300 per year for 2021, 2022, and 2023. If you choose to extend our engagement for the fiscal years ending June 30, 2024 and 2025, the fee will be \$9,700 per year for 2024 and 2025. The engagement fee does not include the cost of a single audit in conformance with the Uniform Guidance; however, if a single audit is necessary to be performed, an additional fee will be agreed-upon for every major program audited.

We will bill you on a monthly basis for our services and invoices are payable upon presentation. Unpaid fee balances 30 days overdue will bear interest at 18 percent per annum. We may require full payment prior to issuance of the reports. This fee is based upon the assumption that the closing journal entries will be made and accounting will be finalized and closed before the year end audit fieldwork. If compliance requirements change, or if the Commission is involved in issuing an exempt offering, additional fees and an amended engagement letter may be required. Additional time and billing charges will be charged at our standard hourly rates and costs in the event of the following:

- Account reconciliations are not completed for, (example but not limited to):
 - Cash Accounts
 - Accounts Receivable and Allowance for Doubtful Accounts
 - Investments
 - Capital Assets and Depreciation
 - Accounts Payable
 - Long-Term Debt
 - Compensated Absences
 - Tax Revenues
 - Charges for Services
 - Donations
- Accounting system or account group changes from prior year
- Allocation of expenses not completed
- Allocation of investments not completed
- Allocation of income not completed
- Changes in accounts after beginning of audit work that necessitates additional or redo of audit work.
- Changes or revision of the initial trial balance
- Addition of new activities
 - New funding sources
 - New funds
 - New debt

Whenever possible, we will attempt to use your personnel to assist in the preparation of schedules and analyses of accounts. We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. In the event that the GASB, FASB, AICPA, GAO, OMB, or the State of California issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work. Our fee for addressing the additional requirements will be at our standard hourly rates for each person involved in the additional work.

In the event we are required to respond to discovery requests, subpoenas, and outside inquiries, we will first obtain your permission unless otherwise required to comply under the law. Our time and expense to comply with such requests will be charged at our standard hour rates in addition to the stated contract.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of James Marta & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available pursuant to authority given to any regulator by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of James Marta & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to any regulator. They may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Mediation Provision

Disputes arising under this agreement (including scope, nature, and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Several technical accounting and auditing words and phrases have been used herein. We presume you to understand their meaning or that you will notify us otherwise so that we can furnish appropriate explanations.

We have attached a copy of our latest external peer review report of our firm for your consideration and files.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until canceled by either party.

Respectfully,

James Marta & Company LLP

James Marta & Company LLP
Certified Public Accountants
Sacramento, California

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Sacramento Local Agency Formation Commission

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

José C. Henríquez

Executive Officer

July 23, 2021

Report on the Firm's System of Quality Control

September 27, 2018

To James Marta & Company, LLP and the
Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Marta & Company, LLP (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Marta & Company, LLP in effect for the year ended May 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Marta & Company, LLP has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION
CONSULTANT AGREEMENT WITH PLANWEST PARTNERS,
Inc.

THIS AGREEMENT is made this 1st day of February, 2023, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, hereinafter referred to as "LAFCo," and Planwest Partners, Inc., hereinafter referred to as the "Consultant," who agree to the following:

1. Purpose and Scope of Work

a. LAFCo is a public agency of the State of California and is in the need of professional services for the preparation of a Municipal Service Review and Sphere of Influence Update for Sacramento Suburban Water District, hereinafter referred to as the "Project." Consultant is qualified by virtue of experience, training, education, and expertise to provide such services.

b. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in the Scope of Services attached hereto as Exhibit A ("Services"). Consultant shall provide such Services at the time, place and in the manner specified in Exhibit A.

c. The LAFCo Executive Officer shall determine, in his sole discretion, whether Consultant's Services are satisfactory, consistent with applicable professional industry standards.

2. Compensation and Expenses

a. Consultant shall be paid for performance of the Services pursuant to this Agreement in accordance with the rates and budget set forth in the Schedule of Payment attached hereto as Exhibit B.

b. The compensation for Services rendered by Consultant pursuant to this

Agreement shall not exceed \$21,953. Any additional work must be approved in advance in writing agreed to by both parties to this Agreement.

c. Consultant shall be paid in arrears upon receipt of Consultant's monthly invoice for completed tasks to include expenses incurred at actual costs (i.e. overnight shipping, teleconference services, and noticing) as shown in Exhibit B. Consultant will invoice LAFCo and LAFCo will be responsible to make payment directly to the Consultant within sixty (60) days of Consultant's presentation of a written statement of services performed, accompanied with appropriate receipts, travel vouchers, and/or LAFCo expense claim form, so long as the work is approved by the Executive Officer, and the payment amount is consistent with the amount authorized by this Agreement.

3. Materials, Supplies and Equipment

Except as otherwise specifically set forth in Exhibit "B" attached hereto, Consultant shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of Services pursuant to this Agreement.

4. Term and Time of Work

This Agreement shall be effective on February 1, 2023, and Consultant shall commence work upon notification to proceed by LAFCo Executive Officer. This Agreement shall end on August 2023, unless extended by written amendment of the parties. Consultant shall perform services required in a prompt and timely manner. Consultant shall use its best efforts to complete the work in time to allow for consideration by LAFCo, consistent with the time limits set forth in Exhibit A. Failure of Consultant to perform the Services within the time limits set forth in Exhibit A shall constitute a material breach of this Agreement.

5. Terms and Conditions

The Terms and Conditions attached hereto as Exhibit C is made a part of this Agreement. In the event of any inconsistency between said Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

6. **Exhibits**

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT

By: 
Colette Santsche, Partner
Planwest Partners, Inc.

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By: _____
José Henríquez
Executive Officer

APPROVED AS TO FORM:

By: _____
Sloan Sakai Yeung & Wong
LAFCo General Counsel

6. **Exhibits**

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By: _____
Colette Santsche, Partner
Planwest Partners, Inc.

By: _____
José Henriquez
Executive Officer

APPROVED AS TO FORM: 1

By: _____
Sloan Sakai Yeung & Wong
LAFCo General Counsel

PROPOSED SCOPE OF WORK, TIMELINE, AND COST SACRAMENTO SUBURBAN WATER DISTRICT MSR/SOI UPDATE

I. APPROACH & SCOPE OF WORK

A. APPROACH

Planwest prepares both routine and complex special studies as mandated by LAFCo statute, including MSR and SOI updates. Our approach is to provide customized outreach and assistance to member agencies to increase understanding of service, governance, and funding needs. Given the range of characteristics of service providers, a one size fits all approach is not always appropriate. We focus on service review scope and content, developing service specific MSRs that consider shared trends relating to the adequacy, capacity, and cost of providing essential governmental services. We present our analysis in a clear format with both written determinations and supplemental tables, graphs, and spatial data to demonstrate our conclusions. The MSRs are a significant resource and have lasting value for member agencies and the public as time goes on.

The Planwest team is well qualified and committed to preparing the SSWD MSR/SOI Update. We understand that water providers in major metropolitan areas may be faced with numerous difficulties in providing water services due to contamination plumes from industrial uses and prior consumer services such as dry cleaning. They may also be called upon by smaller neighboring districts to provide assistance when staffing shortages or other system issues arise. Additionally, during our prior work on the Del Paso Manor Water District (DPMWD) MSR we kept up to date on the 2x2 discussions being held with SSWD and their concerns regarding a potential reorganization with DPMWD. This will allow us to efficiently assess the potential for reorganization from the SSWD perspective.

Service reviews can often contain complex and detailed information based on industry specific reports and language. In an effort to make MSRs more readable, we strive to convey these complex ideas in a simple and easy to read format that is accessible to a wide range of readers. It is our hope that the SSWD MSR can be a resource document for the District and the public who are interested in learning more about this special district and potential options for the future of water service in the area.

B. SCOPE OF WORK

Planwest proposes the following scope of work with additional detail for each task regarding how we would approach the MSR/SOI process.

Task 1 – Data Collection

Planwest will hold a kick-off meeting (remotely) with Sacramento LAFCo staff to review the scope and schedule and address any questions or process items prior to work commencement. We will also conduct an initial meeting with the SSWD General Manager in order to gain insight on the current status of the District and desired outcomes for the MSR process. In coordination with LAFCo staff, Planwest will determine what data is currently available and what additional information is needed to address the seven factors in GC §56430. This may include but is not limited to interviews, surveys and research of existing information and documents.

Based on the amount of information that has already been gathered as part of the DPMWD MSR process, is currently available online, and has already been provided by the District, it is anticipated that additional information

requests will be limited. We know that agency staff are often busy with multiple tasks so we will attempt to gather as much information as possible through research before submitting an information request. To the extent appropriate and feasible, research for preparation of the service review will include the following listed sources and subjects.

- Community Plans
- Agency Budgets and Audits
- Water Management Plans
- Capital Improvement Plans
- Agency Websites
- Memorandums of Understanding
- Special Reports
- DWR Inspection Reports

Task 2 – Interpretation and Analysis

Based on the research conducted in Task 1, Planwest will begin to interpret and analyze information to determine the level of services and existing services demand for the District. This analysis will allow us to draw conclusions on service needs and identify opportunities for shared services including a potential reorganization with Del Paso Manor Water District.

Data collected will be adequate to prepare an agency profile and make statutorily required determinations. Planwest will work with LAFCo staff to review and verify information collected. An Agency Profile will be drafted and distributed to District staff for internal review. The Agency Profile will describe the District including its location, history, number of employees, structure, the services it provides, and a map of the existing district boundary and service areas (including SOI boundary). This analysis will allow us to provide the Commission with recommendations and aid us in drafting MSR and SOI determinations.

Task 3 – Administrative Draft MSR/SOI Update

Planwest will produce an Administrative Draft MSR/SOI Report with appropriate and actionable recommendations for LAFCo staff review. Planwest will meet with Sacramento LAFCo staff to discuss any significant issues identified and review draft determinations. The Administrative Draft MSR/SOI Report will be organized in a way that is both readable and suitable for use by elected officials, service providers and the public. We will present issues in the most succinct manner possible while still including the necessary content and ensuring readability. This report will include:

- Brief background section (CKH Overview, purpose, and study methodology).
- Brief description of MSR/SOI study area.
- Summary of important issues, conclusions, and analyses by evaluation category.
- Service level/industry standards comparison tables.
- Governance structure options and considerations.
- Draft MSR determinations and recommendations.
- Draft SOI determinations and recommendations.

Task 4 – Public Draft MSR/SOI Update

Planwest will meet with Sacramento LAFCo staff to review and address any agency comments received. Planwest will prepare a Public Review Draft MSR/SOI Report that includes proposed findings, determinations, and recommendations. Planwest will help facilitate review of the draft report by the Commission, affected/interested agencies, and the public. We anticipate there will be a 30-day public review period before potential adoption.

Task 5 – MSR/SOI Update Adoption

Based on comments received during the agency and public review period, Planwest will prepare a Public Hearing Draft MSR/SOI Report addressing comments from LAFCo Commission, LAFCo staff, affected/interested agencies

and the public, including findings, determinations and recommendations. Planwest will be available to attend in person or virtually and present the MSR/SOI Report for adoption.

Following Commission approval of the MSR, Planwest will prepare the Final MSR/SOI addressing any Commission directed changes and provide Sacramento LAFCo with a final electronic version (both PDF and Word versions) for distribution and posting online. It is anticipated that the MSR/SOI Update will qualify for a CEQA exemption.

Task 6 – Organize Supporting Documents

Planwest will provide a complete list of resources utilized for preparation of the document and will provide a catalog of digital files. If necessary, this will also include a tracking sheet of comments received and responses.

II. TIMELINE AND COST PROPOSAL

Planwest understands that a quick turnaround for the document is desired in order to satisfy the request of the District. Based on the amount of information that has already been collected for the previous DPMWD MSR, it is anticipated that less time will be required on data gathering and information analysis than usual. As such, the following schedule is proposed:

MSR/SOI Update Milestone	Date
Task 1 – Data Collection and Review	January 2023
Task 2 – Interpretation and Analysis	February 2023
Task 3 – Administrative Draft MSR/SOI Update	March-April 2023
Task 4 – Public Draft MSR/SOI Update	May 2023
Task 5 – MSR/SOI Update Adoption	June 2023
Task 6 – Organize Supporting Documents	June 2023

Planwest proposes to complete the MSR/SOI process for a cost not to exceed \$21,952.50. While hours may be moved between tasks, this overall cost will not be exceeded unless prior written consent is provided by LAFCO. A detailed breakdown of cost by task is provided on the following page.

EXHIBIT B

SCHEDULE OF PAYMENT

LAFCo shall pay Consultant a fee not to exceed TWENTY ONE THOUSAND NINE HUNDRED FIFTY-THREE Dollars (\$21, 953) for services identified in Exhibit A.

Consultant shall submit detailed invoices to LAFCo within 30 days of the end of each calendar month. Each invoice shall include a reference to this Agreement, a detailed description of the work performed, the names of consultants performing the work, and the hourly rate charges as set forth in the rate schedule below.

PLANWEST PARTNERS 2022 HOURLY RATE SCHEDULE	
Staff Position	Rate Per Hour
Principal Planner	\$150.00
Senior Advisor	\$130.00
Associate Planner / Analyst	\$110.00
GIS Manager	\$110.00

Direct Expenses:

Mileage:	\$0.625 per mile or direct rental/insurance/fuel costs
Printing:	direct printing costs
Binding:	\$ 1.00 per binding
Postage:	current US Postal Service rates
Label Sheets:	\$ 0.30 per sheet
Standard Envelopes:	\$ 0.05 per envelope
Flat Sized Envelopes:	\$ 0.15 per envelope

Sacramento LAFCO Sacramento Suburban Water District MSR Draft Budget

	Principal Planner	Senior Planner	GIS Manager	Associate Planner	Expense	Total
	Rate	\$130	\$110	\$110		
Task 1. Data Collection and Review	2.00	8.00	4.00	8.00		\$2,660.00
Task 2. Interpretation and Analysis	4.00	16.00	8.00	20.00		\$5,760.00
Task 3. Administrative Draft MSR/SOI Report	8.00	32.00	4.00	30.00	\$50.00	\$9,150.00
Task 5. Public Draft MSR/SOI Update	2.00	8.00		8.00		\$2,220.00
Task 6. MSR/SOI Adoption	2.00	8.00			\$102.50	\$1,442.50
Task 7. Organization of Supporting Documents	1.00	1.00		4.00		\$720.00
Total Hours	19.00	73.00	16.00	70.00		
Total	\$2,850.00	\$9,490.00	\$1,760.00	\$7,700.00	\$152.50	\$21,952.50

Optional In-Person Meeting/Travel Expenses:

Round Trip Mileage	\$62.50
Camino to Sacramento: 100 mi @ \$.625/mi	\$40.00
Day Per Diem	\$102.50
Total	\$205.00

EXHIBIT C

TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. Independent Contractor. Consultant shall perform all the Services pursuant to this Agreement as an independent contractor and is not an agent or employee of LAFCo. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Consultant are employees and agents of Consultant and not LAFCo and are at all times under the Consultant's exclusive direction and control. Consultant shall determine the means, methods and details of performing the Services, subject to the requirements of this Agreement. LAFCo shall not be obligated in any way to pay any wage claims or other claims against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations, consistent with applicable industry standards, pursuant to this Agreement.

3. Indemnification. Consultant specifically agrees to indemnify, defend (with legal counsel reasonably acceptable to LAFCo), and hold harmless LAFCo, its Commission members, officers, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, damages, liability, injury (including without limitation injury to or death), expenses, including reasonable attorneys' fees and costs (collectively "Losses") arising out of or in any way connected

with any negligent or wrongful act, error or omission in the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Consultant shall pay all costs and expenses that may be incurred by LAFCo in enforcing this indemnity, including reasonable attorneys' fees. Consultant's obligations shall not be restricted to insurance proceeds, if any, received by Indemnatee. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

4. Consultant Not Agent. Except as LAFCo may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of LAFCo in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind LAFCo to any obligation whatsoever.

5. Products of Consulting.

a. All products of consulting shall become the sole property of LAFCo and shall be delivered to LAFCo before the end of performance under this Agreement. Consultant agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement shall be the sole property of LAFCo, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to LAFCo upon request. Consultant may publish marketing materials or professional papers drawing from work that is at that time in the public domain.

b. Consultant represents and warrants that all materials or work product to be furnished to LAFCo will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that LAFCo is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided in Exhibit A. Consultant shall indemnify and hold harmless LAFCo, its directors, officers, employees, agents and representatives, from any claim, loss, damage, cost, liability or expense arising from any negligence, falsity, or violation of the foregoing

representation and warranty.

6. Assignment Prohibited. Consultant may not assign any right or obligation pursuant to this Agreement without prior written consent of LAFCo. Any attempted or purported assignment of any such right or obligation by Consultant without such consent shall be void and of no effect.

7. Modifications and Amendments. This Agreement may be modified or amended by mutual consent of Consultant and LAFCo, evidenced in writing and executed by the parties. LAFCo may, from time to time, request changes in the scope of work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between LAFCo and Consultant, shall be incorporated in written amendments to this Agreement.

8. Termination.

a. This Agreement may be terminated by LAFCo at any time by providing written notice to Consultant. In the event LAFCo provides notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice. If notice of termination is provided by LAFCo, LAFCo shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by LAFCO as work accomplished to date; provided, however, that LAFCo shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish LAFCo such financial information as in the judgment of LAFCO Executive Officer is necessary to determine the reasonable value of the Services rendered by Consultant prior to termination of this Agreement. The foregoing is cumulative and does not affect any right or remedy which LAFCo may have in law or equity.

b. Consultant may terminate its obligation to provide further

service under this Agreement upon thirty (30) calendar days' written notice to LAFCo only in the event of substantial failure by LAFCo to perform in accordance with the terms of this Agreement through no fault of Consultant.

9. Products to be Delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to LAFCo all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement. All such material shall be the sole property of LAFCo.

10. Notices. Any and all notices, demands, request, or other matters required by this Agreement or by law to be served on, or given to, or delivered to either party hereto, LAFCo or Consultant, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to LAFCo or Consultant as provided in this Agreement. Either party may change its address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

LAFCo
José Henríquez, Executive Officer
1112 I Street, Suite 100
Sacramento, CA 95814

Consultant
Planwest Partners, Inc.
Attn: Colette Santsche, AICP
1125 16th Street, Suite 200
Arcata, CA 95521

11. Insurance.

a. Consultant shall have and maintain the following coverages, at its sole cost and expense, during the full term of this Agreement and any extensions to this

Agreement and shall provide proof of such policies of insurance satisfactory to LAFCo.

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
 2. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.
 3. Automobile Liability Insurance of not less than \$1,000,000.00, each occurrence including coverage for owned, non-owned and hired vehicles, used by the Consultant in the performance of this Agreement.
 4. Professional Liability Insurance for the performance of all Services necessary or required by this Agreement on an occurrence basis with a limit of liability of not less than \$1,000,000 for a period of five (5) years after completion of the Services.
- b. All insurance may not be canceled or reduced in required limits of liability unless at least 30 days advance written notice it received by LAFCo.
 - c. All insurance will be issued by insurance companies acceptable to LAFCo.
 - d. All policies must contain, or be endorsed to contain, the following provisions: (i) LAFCo, its officers, Commissioners, officials, employees, and volunteers are included as additional insureds, (ii) the insurer waives all rights of subrogation against LAFCo, its officers, Commissioners, officials, employees and volunteers; (iii) Consultant's insurance coverage shall be primary insurance as respect to LAFCo, its officers, Commissioners, officials, employees and volunteers; and (iv) any insurance or self- insurance maintained by LAFCo, its officers, Commissioners, officials, employees or volunteers shall be excess of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

12. Consultant's Responsibility: Nothing herein shall be construed as limiting in

any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude LAFCo from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

13. Compliance with Law and Licenses. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

14. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

15. Discrimination. In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in contravention of the California Fair Employment and Housing Act, Government Code section 12900.

16. Personnel: Qualifications and Conflicts of Interest.

a. Consultant shall assign only competent personnel to perform services under this Agreement. If LAFCo, in its sole discretion, at any time during the term of this

Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from LAFCo. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.

b. The Consultant is aware and acknowledges that certain consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). The Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by LAFCo, as provided for in the Conflict of Interest Code for LAFCo, shall promptly file economic disclosure statements for the disclosure categories determined by LAFCo, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

17. Remedies not Exclusive. No remedy herein conferred upon or reserved to LAFCo is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

18. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successor and assigns.

19. Entirety of Agreement. This Agreement contains the entire agreement of LAFCo and Consultant with respect to the subject matter hereof, and no other

agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

20. Counterparts. This Agreement may be executed in multiple counterparts of which constitute an original, and all taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.

21. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

22. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

**CONSULTANT AGREEMENT WITH POLICY CONSULTING
ASSOCIATES, LLC**

THIS AGREEMENT is made this 1st day of June, 2022, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, hereinafter referred to as "LAFCo," and Policy Consulting Associates, LLC (PCA), hereinafter referred to as the "Consultant," who agree to the following:

1. Purpose and Scope of Work

a. LAFCo is a public agency of the State of California and is in the need of professional services for the preparation of a Municipal Service Review for the Sacramento Area Sewer District and the Regional Sanitation District (aka "Regional San"), hereinafter referred to as the "Project." Consultant is qualified by virtue of experience, training, education, and expertise to provide such services.

b. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in the Scope of Services attached hereto as Exhibit A ("Services"). Consultant shall provide such Services at the time, place and in the manner specified in Exhibit A.

c. The LAFCo Executive Officer shall determine, in his sole discretion, whether Consultant's Services are satisfactory, consistent with applicable professional industry standards.

2. Compensation and Expenses

a. Consultant shall be paid for performance of the Services pursuant to this Agreement in accordance with the rates and budget set forth in the Schedule of Payment attached hereto as Exhibit B.

b. The compensation for Services rendered by Consultant pursuant to this

Agreement shall not exceed \$26,515. Any additional work must be approved in advance in writing agreed to by both parties to this Agreement.

c. Consultant shall be paid in arrears upon receipt of Consultant's monthly invoice for completed tasks to include expenses incurred at actual costs (i.e. overnight shipping, teleconference services, and noticing) as shown in Exhibit B. Consultant will invoice LAFCo and LAFCo will be responsible to make payment directly to the Consultant within sixty (60) days of Consultant's presentation of a written statement of services performed, accompanied with appropriate receipts, travel vouchers, and/or LAFCo expense claim form, so long as the work is approved by the Executive Officer, and the payment amount is consistent with the amount authorized by this Agreement.

3. **Materials, Supplies and Equipment**

Except as otherwise specifically set forth in Exhibit "B" attached hereto, Consultant shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of Services pursuant to this Agreement.

4. **Term and Time of Work**

This Agreement shall be effective on June 1, 2022 and Consultant shall commence work upon notification to proceed by LAFCo Executive Officer. This Agreement shall end no later than March 31, 2023, unless extended by written amendment of the parties. Consultant shall perform services required in a prompt and timely manner. Consultant shall use its best efforts to complete the work in time to allow for consideration by LAFCo, consistent with the time limits set forth in Exhibit A. Failure of Consultant to perform the Services within the time limits set forth in Exhibit A shall constitute a material breach of this Agreement.

5. **Terms and Conditions**

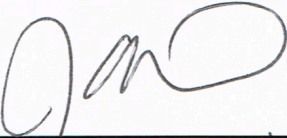
The Terms and Conditions attached hereto as Exhibit C are made a part of this Agreement. In the event of any inconsistency between said Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

6. **Exhibits**


All exhibits referred to herein are attached hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT

By: 
Its principal

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By: 
José Henríquez
Executive Officer

APPROVED AS TO FORM:

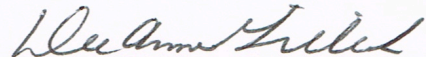
By: 
Sloan Sakai Yeung & Wong
LAFCo General Counsel

EXHIBIT A

SCOPE OF SERVICES

Insert description of services, including time of performance.

This section must include a through description of the performance obligations to be undertaken by the consultant, including any timeline or completion milestones.

EXHIBIT B

SCHEDULE OF PAYMENT

LAFCo shall pay Consultant a fee not to exceed TWENTY-SIX THOUSAND, FIVE HUNDRED FIFTEEN Dollars (\$26,515) for services identified in Exhibit A.

Consultant shall submit detailed invoices to LAFCo within 30 days of the end of each calendar month. Each invoice shall include a reference to this Agreement, a detailed description of the work performed, the names of consultants performing the work, and the hourly rate charges as set forth in the rate schedule below.

INSERT RATE SCHEDULE AND ANY FEE PROVISIONS

EXHIBIT C

TERMS AND CONDITIONS

(Consulting Agreement)

GENERAL PROVISIONS

1. Independent Contractor. Consultant shall perform all the Services pursuant to this Agreement as an independent contractor and is not an agent or employee of LAFCo. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Consultant are employees and agents of Consultant and not LAFCo and are at all times under the Consultant's exclusive direction and control. Consultant shall determine the means, methods and details of performing the Services, subject to the requirements of this Agreement. LAFCo shall not be obligated in any way to pay any wage claims or other claims against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

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b. Consultant represents and warrants that all materials or work product to be furnished to LAFCo will be produced by Consultant or that required permissions and license agreements will be obtained and paid for by Consultant and that LAFCo is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided in Exhibit A. Consultant shall indemnify and hold harmless LAFCo, its directors, officers, employees, agents and representatives, from any claim, loss, damage, cost, liability or expense arising from any negligence, falsity, or violation of the foregoing

representation and warranty.

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a. This Agreement may be terminated by LAFCo at any time by providing written notice to Consultant. In the event LAFCo provides notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice. If notice of termination is provided by LAFCo, LAFCo shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by LAFCO as work accomplished to date; provided, however, that LAFCo shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish LAFCo such financial information as in the judgment of LAFCO Executive Officer is necessary to determine the reasonable value of the Services rendered by Consultant prior to termination of this Agreement. The foregoing is cumulative and does not affect any right or remedy which LAFCo may have in law or equity.

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service under this Agreement upon thirty (30) calendar days' written notice to LAFCo only in the event of substantial failure by LAFCo to perform in accordance with the terms of this Agreement through no fault of Consultant.

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LAFCo
José Henríquez, Executive Officer
1112 I Street, Suite 100
Sacramento, CA 95814

Consultant
Policy Consulting Associates, LLC
Attn: Jennifer Stephenson
5050 Laguna Blvd #112-711
Elk Grove, CA 95758

11. Insurance.

a. Consultant shall have and maintain the following coverages, at its sole cost and expense, during the full term of this Agreement and any extensions to this Agreement and shall provide proof of such policies of insurance satisfactory to LAFCo.

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.

2. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.

3. Automobile Liability Insurance of not less than \$1,000,000.00, each occurrence including coverage for owned, non-owned and hired vehicles, used by the Consultant in the performance of this Agreement.

4. Professional Liability Insurance for the performance of all Services necessary or required by this Agreement on an occurrence basis with a limit of liability of not less than \$1,000,000 for a period of five (5) years after completion of the Services.

b. All insurance may not be canceled or reduced in required limits of liability unless at least 30 days advance written notice is received by LAFCo.

c. All insurance will be issued by insurance companies acceptable to LAFCo.

d. All policies must contain, or be endorsed to contain, the following provisions: (i) LAFCo, its officers, Commissioners, officials, employees, and volunteers are included as additional insureds, (ii) the insurer waives all rights of subrogation against LAFCo, its officers, Commissioners, officials, employees and volunteers; (iii) Consultant's insurance coverage shall be primary insurance as respect to LAFCo, its officers, Commissioners, officials, employees and volunteers; and (iv) any insurance or self- insurance maintained by LAFCo, its officers, Commissioners, officials, employees or volunteers shall be excess of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

12. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting

from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude LAFCo from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

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15. Discrimination. In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in contravention of the California Fair Employment and Housing Act, Government Code section 12900.

16. Personnel: Qualifications and Conflicts of Interest.

a. Consultant shall assign only competent personnel to perform services under this Agreement. If LAFCo, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this

Agreement, Consultant shall remove the person immediately upon receiving notice from LAFCo. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.

b. The Consultant is aware and acknowledges that certain consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). The Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by LAFCo, as provided for in the Conflict of Interest Code for LAFCo, shall promptly file economic disclosure statements for the disclosure categories determined by LAFCo, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

c. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

17. Remedies not Exclusive. No remedy herein conferred upon or reserved to LAFCo is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

18. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successor and assigns.

19. Entirety of Agreement. This Agreement contains the entire agreement of LAFCo and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or

agent of any party which is not contained in this Agreement shall be binding or valid.

20. Counterparts. This Agreement may be executed in multiple counterparts of which constitute an original, and all taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.

21. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

22. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

CONSULTANT AGREEMENT WITH
SLOAN SAKAI YEUNG & WONG LLP

THIS AGREEMENT is made this 3rd day of August 2022, by and between the SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, hereinafter referred to as "LAFCo," and SLOAN SAKAI YEUNG & WONG, LLP, hereinafter referred to as the "Consultant," who agree to the following:

1. Purpose and Scope of Work

a. LAFCo is a public agency of the State of California and is in the need of professional services as General Counsel to provide legal services, representation, consultation, research, opinions, and advice to the Commission, including litigation as necessary. Consultant is qualified by virtue of experience, training, education, and expertise to provide such services.

b. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide legal services as General Counsel to the Commission.

c. The LAFCo Executive Officer shall determine, in his sole discretion, whether Consultant's Services are satisfactory, consistent with applicable professional industry standards.

2. Compensation and Expenses

a. Consultant shall be paid for performance of the Services pursuant to this Agreement in accordance with the rates set forth in the Schedule of Payment attached hereto as Exhibit A. Rates are subject to reasonable annual hourly rate adjustments upon 30 days' advance written notice from Consultant to Commission, but no more than once annually.

b. Consultant shall be paid in arrears upon receipt of Consultant's monthly invoice for completed tasks to include expenses incurred at actual costs (i.e., overnight shipping, teleconference services, and noticing). Consultant will invoice LAFCo and LAFCo will be responsible to make payment directly to the Consultant within sixty (60) days of Consultant's presentation of a written statement of services performed, accompanied with appropriate receipts, travel vouchers, and/or LAFCo expense claim form, so long as the work is approved by the Executive Officer, and the payment amount is consistent with the amount authorized by this Agreement.

3. Materials, Supplies and Equipment

Except as otherwise specifically set forth in Exhibit "A" attached hereto, Consultant shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of Services pursuant to this Agreement.

4. Term and Time of Work

This Agreement shall be effective on July 1, 2022, and shall remain in full force and effect until terminated in accordance with the termination provisions set forth in Exhibit B. Consultant shall perform services required in a prompt and timely manner.

5. Terms and Conditions

The Terms and Conditions attached hereto as Exhibit B are made a part of this Agreement. In the event of any inconsistency between said Terms and Conditions and any other provisions of this Agreement, said other provisions shall control.

6. Exhibits

All exhibits referred to herein are attached hereto and are incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

CONSULTANT

SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION

By: _____



Nancy Miller, Partner
Sloan Sakai Yeung & Wong, LLP

By: _____



José Henríquez
Executive Officer

EXHIBIT A

SCHEDULE OF PAYMENT

Consultant shall submit detailed invoices to LAFCo within 30 days of the end of each calendar month. Each invoice shall include a reference to this Agreement, a detailed description of the work performed, the names of consultants performing the work, and the hourly rate charges as set forth in the rate schedule below.

RATE SCHEDULE

Nancy C. Miller	\$310.00
DeeAnne Gillick	\$300.00
Madeline E. Miller	\$295.00
Osman I. Mufti	\$295.00
Other Associates	\$245-295
Other Senior Counsel	\$265-405
Other Partners	\$300-425
Paralegals	\$135.00

Billing is done in 1/10ths of an hour increments. The Firm charges separately for certain costs in the representation, as well as for any disbursements to third parties made on a client's behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoice, may be sent directly to the client for payment. The Firm also bills for time spent traveling on a client's behalf at our normal rates.

EXHIBIT B

TERMS AND CONDITIONS

1. Independent Contractor. Consultant shall perform all the Services pursuant to this Agreement as an independent contractor and is not an agent or employee of LAFCo. Consultant shall be entitled to no other benefits or compensation except as provided in this Agreement. All employees and agents hired or retained by the Consultant are employees and agents of Consultant and not LAFCo and are at all times under the Consultant's exclusive direction and control. Consultant shall determine the means, methods and details of performing the Services, subject to the requirements of this Agreement. LAFCo shall not be obligated in any way to pay any wage claims or other claims against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

2. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations, consistent with applicable industry standards, pursuant to this Agreement.

3. Indemnification. Consultant specifically agrees to indemnify, defend (with legal counsel reasonably acceptable to LAFCo), and hold harmless LAFCo, its Commission members, officers, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, damages, liability, injury (including without limitation injury to or death), expenses, including reasonable attorneys' fees and costs (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Consultant shall pay all costs and expenses that may be

incurred by LAFCo in enforcing this indemnity, including reasonable attorneys' fees. Consultant's obligations shall not be restricted to insurance proceeds, if any, received by Indemnatee. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

4. Assignment Prohibited. Consultant may not assign any right or obligation pursuant to this Agreement without prior written consent of LAFCo. Any attempted or purported assignment of any such right or obligation by Consultant without such consent shall be void and of no effect.

5. Modifications and Amendments. This Agreement may be modified or amended by mutual consent of Consultant and LAFCo, evidenced in writing and executed by the parties. LAFCo may, from time to time, request changes in the scope of work of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between LAFCo and Consultant, shall be incorporated in written amendments to this Agreement.

6. Termination.

a. This Agreement may be terminated by LAFCo at any time by providing written notice to Consultant. In the event LAFCo provides notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice. If notice of termination is provided by LAFCo, LAFCo shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by LAFCo as work accomplished to date; provided, however, that LAFCo shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish LAFCo such financial information as in the judgment of LAFCo Executive Officer is necessary to

determine the reasonable value of the Services rendered by Consultant prior to termination of this Agreement. The foregoing is cumulative and does not affect any right or remedy which LAFCo may have in law or equity.

b. Consultant may terminate its obligation to provide further service under this Agreement upon thirty (30) calendar days' written notice to LAFCo.

7. Products to be Delivered on Termination. In the event of termination of this Agreement, Consultant shall immediately deliver to LAFCo all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement. All such material shall be the sole property of LAFCo.

8. Notices. Any and all notices, demands, request, or other matters required by this Agreement or by law to be served on, or given to, or delivered to either party hereto, LAFCo or Consultant, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to LAFCo or Consultant as provided in this Agreement. Either party may change its address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

LAFCo

José Henríquez, Executive Officer

1112 I Street, Suite 100

Sacramento, CA 95814

Consultant

Sloan Sakai Yeung & Wong LLP

555 Capitol Mall, Suite 600

Sacramento, CA 95814

9. Insurance.

a. Consultant shall have and maintain the following coverages, at its sole cost and expense, during the full term of this Agreement and any extensions to this Agreement and shall provide proof of such policies of insurance satisfactory to LAFCo.

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.

2. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit on an occurrence basis, each, for bodily injury and property damage.

3. Automobile Liability Insurance of not less than \$1,000,000.00, each occurrence including coverage for owned, non-owned and hired vehicles, used by the Consultant in the performance of this Agreement.

4. Professional Liability Insurance for the performance of all Services necessary or required by this Agreement on an occurrence basis with a limit of liability of not less than \$1,000,000 for a period of five (5) years after completion of the Services.

b. All insurance may not be canceled or reduced in required limits of liability unless at least 30 days advance written notice is received by LAFCo.

c. All insurance will be issued by insurance companies acceptable to LAFCo.

d. All policies must contain, or be endorsed to contain, the following provisions: (i) LAFCo, its officers, Commissioners, officials, employees, and volunteers are included as additional insureds, (ii) the insurer waives all rights of subrogation against LAFCo, its officers, Commissioners, officials, employees and volunteers; (iii) Consultant's insurance coverage shall be primary insurance as respect to LAFCo, its officers, Commissioners, officials, employees and volunteers; and (iv) any insurance or self- insurance maintained by LAFCo, its officers, Commissioners, officials, employees or volunteers shall be excess

of Consultant's and any required sub-consultants' insurance and shall not contribute with it.

10. Consultant's Responsibility. Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude LAFCo from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

11. Compliance with Law and Licenses. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this agreement, all licenses, permits and other entitlements required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

12. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

13. Discrimination. In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in contravention of the California Fair Employment and Housing Act, Government Code section 12900.

14. Personnel: Qualifications. Consultant shall assign only competent personnel to perform services under this Agreement. If LAFCo, in its sole discretion, at any time

during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from LAFCo.

15. Conflicts of Interest.

a. Political Reform Act. The Consultant is aware and acknowledges that certain consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). The Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by LAFCo, as provided for in the Conflict of Interest Code for LAFCo, shall promptly file economic disclosure statements for the disclosure categories determined by LAFCo, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

b. Government Code 1090. California Government Code Section 1090 prohibits public officials from having an economic interest in their agencies' contracts. This prohibition applies to elected and appointed officials as well as their alternates, the public agency's employees, or consultants participating in any way in the development or approval of the contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement or which renders this Agreement void.

c. Campaign Contribution Disclosure. Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit C.

16. Remedies not Exclusive. No remedy herein conferred upon or reserved to LAFCo is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. Successors and Assigns. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successor and assigns.

18. Entirety of Agreement. This Agreement contains the entire agreement of LAFCo and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

19. Counterparts. This Agreement may be executed in multiple counterparts of which constitute an original, and all taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.

20. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

21. Authority. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract

or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

EXHIBIT C

LEVINE ACT DISCLOSURE

California Government Code section 84308, commonly referred to as the "Levine Act," precludes an Officer of certain local government agencies from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Commission during selection process and final award:

Members:

Gay Jones
Linda Budge
Rich Desmond
Sue Frost
Lindsey Liebig
Chris Little
Sean Lolee

Alternates:

Charles Moore
Phil Serna
Timothy Murphy
Katie Valenzuela

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Commissioner(s) in the 12 months preceding the date of the issuance of this contract?

☐ YES ☒ NO

If yes, please identify the Commissioner(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any Commission(s) in the three months following the award of the contract?

 YES X NO

If yes, please identify the Commissioner(s): _____

Answering yes to either of the two questions above does not preclude the Commission from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

August 11, 2022

Date



(Signature of Authorized Official)

Nancy Miller, Partner

Sloan Sakai Yeung & Wong, LLP

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) An officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or a party's agent, or from any participant, or a participant's agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution on the

officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

- (c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant, or a participant's agent, if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or the party's agent, to any officer of the agency. A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660, www.fppc.ca.gov.

SECOND AMENDMENT TO STANDARD MULTI-LESSEE OFFICE LEASE - GROSS

THIS SECOND AMENDMENT TO STANDARD MULTI-LESSEE OFFICE LEASE - GROSS ("**Second Amendment**"), dated for reference purposes only May 13, 2021, is entered into by and between SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California ("**Lessor**"), and SACRAMENTO LOCAL AGENCY FORMATION COMMISSION ("**Lessee**").

Recitals

A. Lessor and Lessee entered into a Standard Multi-Lessee Office Lease - Gross dated September 1, 2011 (the "**Original Lease**") with respect to those certain premises located at 1112 I Street, Suite 100, Sacramento, California 95814 (the "**Premises**"), as more particularly described in the Original Lease.

B. The Original Lease was amended pursuant to the terms of that certain First Amendment to Standard Multi-Lessee Office Lease - Gross dated April 13, 2016 (the "**First Amendment**"). The Original Lease and the First Amendment shall hereinafter be referred to as the "**Lease**."

C. Lessor and Lessee conclusively agree that the Premises contain approximately 2,291 rentable square feet of space.

D. The Original Lease Term commenced on September 1, 2011 and, pursuant to the terms of the First Amendment, is scheduled to expire on August 31, 2021.

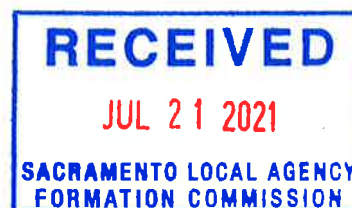
E. Lessor and Lessee now desire to amend the Lease to extend the Lease term for an additional period of five (5) years, subject to all of the terms and conditions set forth in this Second Amendment. The extended term shall commence September 1, 2021 and shall expire August 31, 2026 ("**Extended Term**"), subject to Lessee's Early Termination Option referenced below.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreement of the parties hereto to the terms and conditions set forth below, the parties agree as follows:

Agreement

1. **Definitions and Recitals.** Except as noted to the contrary in this Second Amendment, the terms used in this Second Amendment shall be defined as provided in the Lease and the Lease is incorporated herein by reference. The parties acknowledge and agree to the truthfulness of the foregoing recitals which are hereby incorporated into this Second Amendment.

2. **Effective Date.** The terms of this Second Amendment shall be effective as of the date this Second Amendment has been executed by Lessor and Lessee (the "**Effective Date**").



3. Extension of Lease Term. The Term of the Lease is hereby extended for a period of five (5) years commencing upon the expiration of the current term of the Lease. Accordingly, the Extended Term shall commence on September 1, 2021, with the result that the expiration date of the Lease shall be August 31, 2026, subject to earlier termination as provided herein. The Lease does not contain any option to further extend the Lease Term.

4. Base Rent. The Lease is hereby amended to provide that the Base Rent and monthly parking rent for two (2) spaces (under the building) payable by Lessee during the Extended Term of the Lease shall be paid according to the following schedule:

Period	Monthly Base Rent (Office)	Monthly Base Rent per Sq. Foot	Monthly Parking Rent for 2 Total spaces	Total Monthly Rent	Total Monthly Rent per Sq. Ft. Office + Parking
09/01/21 to 08/31/22	\$4,238.35	\$1.85	\$350.00	\$4,588.35	\$2.00
09/01/22 to 08/31/23	\$4,398.72	\$1.92	\$365.00	\$4,763.72	\$2.08
09/01/23 to 08/31/24	\$4,582.00	\$2.00	\$380.00	\$4,962.00	\$2.17
09/01/24 to 08/31/25	\$4,765.28	\$2.08	\$395.00	\$5,160.28	\$2.25
09/01/25 to 08/31/26	\$4,948.56	\$2.16	\$410.00	\$5,358.56	\$2.34

5. Early Termination Option. Provided Lessee is not in default of any provision of the Lease beyond any applicable cure period, Lessee shall have a one-time right to terminate the Lease during the Extended Term, effective as of 11:59 p.m. on August 31, 2022 ("**Early Termination Date**"), by providing Lessor with at least sixty (60) days prior written notification (the "**Termination Notice**"). Time is of the essence with respect to this early termination right. Failure to timely provide the Termination Notice shall cause this early termination option to automatically be null and void.

6. No Brokerage Commissions. Lessee represents and warrants that it has not dealt with or negotiated with any broker or finder with respect to the matters that are the subject of this Second Amendment. Lessee and Lessor further agree that Lessor shall have no obligation to pay a brokerage commission or finder's fee with respect to this Second Amendment. Lessee shall indemnify, protect, defend and hold Lessor harmless from and against all claims or demands for any fees or commissions from anyone claiming to have dealt with Lessee with respect to the matters contained herein.

7. Certification by Lessee. Lessee warrants, represents and certifies to Lessor that, as of the date of this Second Amendment:

(a) Lessor is not in default under the Lease and no event has occurred which with the giving of notice or the passage of time, or both, would constitute a default by Lessor under the Lease; and

(b) Notwithstanding anything to the contrary, Lessee has no defense or offsets to the payment of Rent or the performance of Lessee's obligations under the Lease as and when such obligations become due.

Lessor shall be entitled to rely on the certification of Lessee concerning the Lease.

8. Entire Agreement. This Second Amendment contains all of the agreements and understandings made between the parties with respect to the subject matter of this Second Amendment. No prior or contemporaneous oral or written understandings or representations concerning the subject matter of this Second Amendment, other than as set forth in this Second Amendment, shall be enforceable against either party. In the event of any inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control.

9. Successors and Assigns. Except as otherwise provided in the Lease, this Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their heirs and personal representatives, and the permitted successors, transferees and assigns.

10. Ratification. Except as set forth above, all other terms and conditions of the Lease are ratified and affirmed, and shall remain in full force and effect.

11. Authority. The undersigned hereby represent and warrant each to the other that (i) they have the legal right, power and authority to enter into this Second Amendment on behalf of the party for whom they are a signatory, (ii) the execution, delivery and performance of this Second Amendment has been duly authorized, and (iii) no other action is required for the validity and binding execution, delivery and performance of the Lease as modified by this Second Amendment.

12. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that a signed copy of this Second Amendment transmitted by one party to the other party by electronic transmission shall be binding upon the sending party to the same extent as if it had delivered a signed original of this Second Amendment.

[signatures follow on next page]

IN WITNESS WHEREOF, this Second Amendment is executed by the parties on the dates set forth below.

LESSOR:

**SPECIAL DISTRICT RISK
MANAGEMENT AUTHORITY,**
a joint powers authority duly organized and
existing under the laws of the State of
California

By: Laura S. Gill
Name: Laura S. Gill
Title: Chief Executive Officer
Date: 19 July 2021

LESSEE:

**SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION (LAFCo)**

By: [Signature]
Name: Donald G. Lockhart
Its: Executive Officer
Date: 16 July 2021

Approved as to Form

By: [Signature]
LAFCo Counsel
Date: July 21, 2021

EXECUTIVE OFFICER'S REPORT

AGENDA OF MAY 03, 2023

REGULAR MEETING

TO: Iva Walton, Chair, and
Members of the Sacramento County Local Agency
Formation Commission

FROM: José C. Henríquez, Executive Officer

BY: Desirae Fox, Policy Analyst

AGENDA ITEM #XX: Lakes at Antelope Annexation into Sacramento Suburban
Water District

LAFCO Project No. 2022-02

PROPONENTS: KB Home Sacramento Inc., Leo Pantoja

AGENT: Baker Williams Engineering Group, Kent Baker

DESCRIPTION OF PROJECT

The affected territory is located on the north side of Watt Avenue, approximately 220-feet north of Antelope Road in the unincorporated area of Sacramento County. The subject land and surrounding parcels are within the County's Urban Service Boundaries and are mostly served by public municipal service districts; however, the subject parcels are not served by a public water district. The nearest neighboring water purveyor is California American Water Company (CAW) to the west, and Sacramento Suburban Water District (SSWD) to the north and the east.

LOCATION

Project Site

The project's affected territory consists of approximately 2.4 acres of vacant parcels located within the Lakes at Antelope subdivision. The project site is adjacent to Watt Avenue to the south, and Navaho Drive to the west. The site straddles two different parcels; Image 1 below shows the entirety of the land included within the project site. Table 1 summarizes a land use description of the project site. More information on zoning and land use consistency can be found in the "Land Use, Zoning, and Planning" section of the staff report.

Table 1. Land Use Description

City	General Plan Land Use Designation	Zoning	Community
Unincorporated County	<p>Low Density Residential (LDR).</p> <p>This designation provides for areas of predominantly single family housing with some attached housing units. It allows urban densities between one and twelve dwelling units per acre, resulting in population densities ranging from approximately 2.5 to 30 persons per acre. Typical low density development includes detached single family homes, duplexes, triplexes, fourplexes, townhouses, lower density condominiums, cluster housing, and mobile home parks.</p>	<p>Residential, Density 7 Dwelling Units per acre (RD-7).</p> <p>Low Density Single-Family Residential Zoning District with interior lot size of 4,000 square feet and corner lots of 5,200 square feet. Zero lot lines can be used in this zoning district. Duplexes are permitted on 8,500-square-foot corner lots and on interior lots of 6,200 square feet, may require issuance of a use permit.</p>	Antelope Community

Sacramento Suburban Water District.

Sacramento Suburban Water District is large water purveyor, servicing more than 45,000 customers. The site is located within a portion of the district that is slightly isolated from other boundaries of the district, and is instead engulfed by the CAW district's boundary as shown in Image 2. The area described above is approximately 200-acres; while the entire district measures about 36.1 square miles. Image 3 shows the boundaries of the district that are surrounded by CAW water district.

Image 1. Project Site

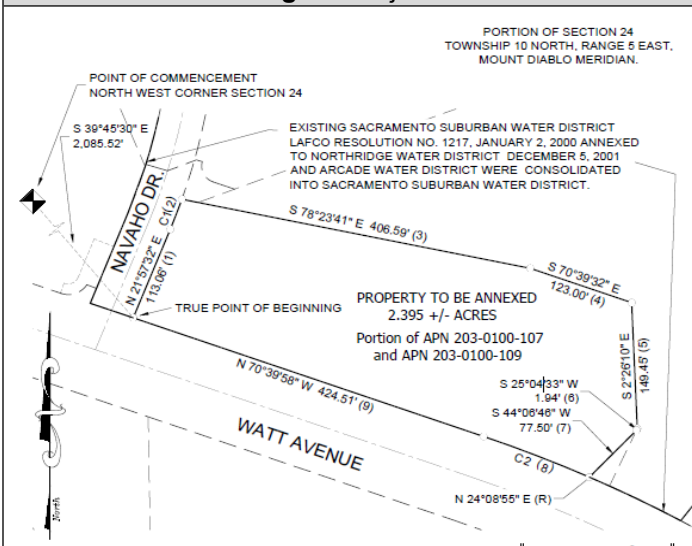
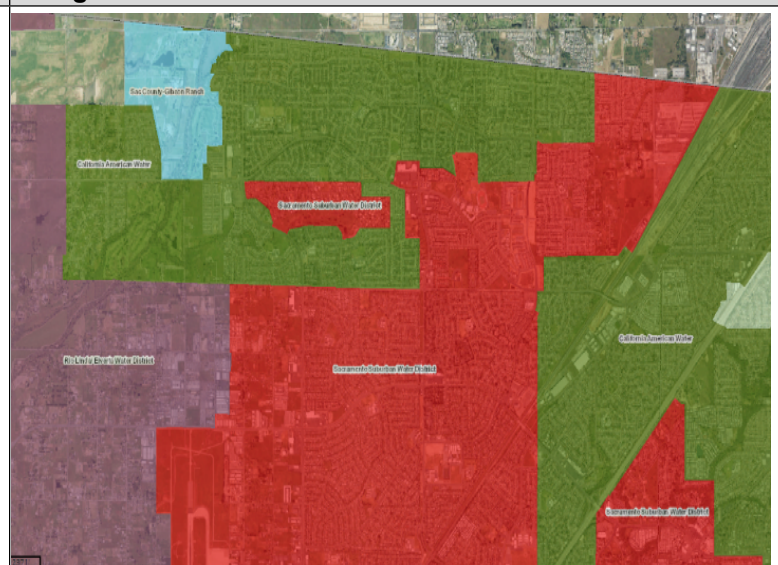
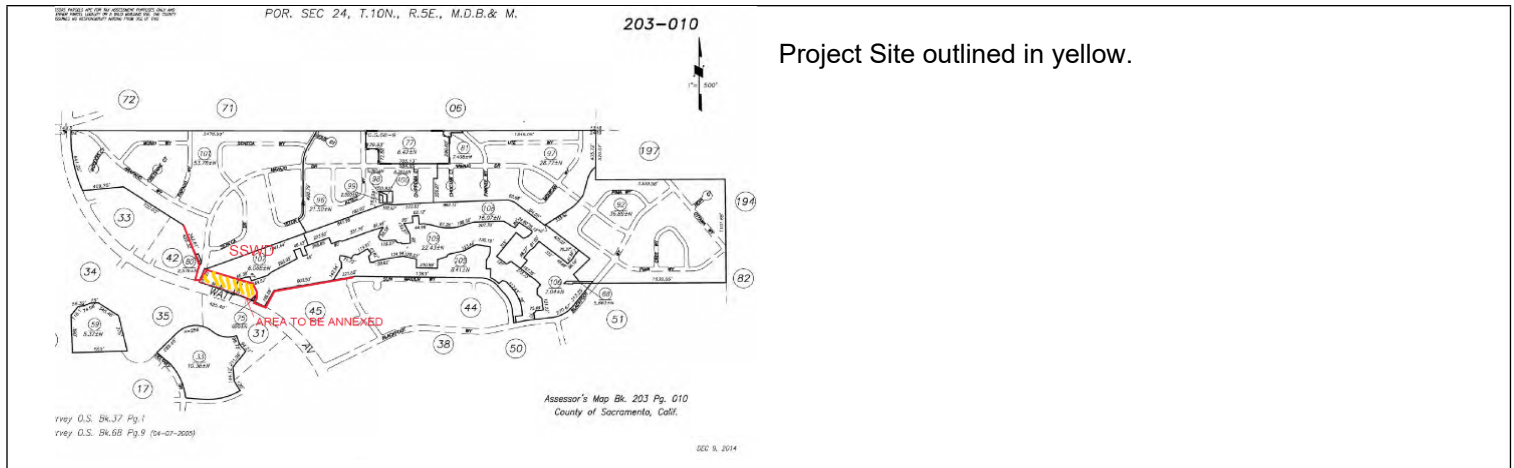


Image 2. Overview of SSWD Boundaries and CAW Boundaries



Red Boundaries – SSWD
Green Boundaries – CAW

Image 3. Location of Project Site within SSWD Boundaries



PURPOSE

The requested actions from the Sacramento Local Agency Formation Commission (LAFCo) includes a request to annex 2.4 acres of undeveloped residential property into Sacramento Suburban Water district.

RECOMMENDATIONS

Staff recommends that the Commission take the following actions:

1. Recognize that Sacramento County, as the lead agency for the project, has prepared an Environmental Impact Report and CEQA determinations which have been found to be adequate for the purposes of the Annexation and direct staff to file a Notice of Determination in compliance with CEQA and local ordinances implementing the same.
2. Adopt LAFCO Resolution L-XXXXX (Attachment H), adding any additional conditions the Commission finds appropriate and approve the Lakes at Antelope Annexation.
3. Waive the Conducting Authority Proceedings subject to Government Code §56663 and local policies.
4. Direct the Executive Officer to complete the necessary filings and transmittals as required by law.
5. Determine the effective date of the approval of this agreement to be five (5) working days after recordation by the County Recorder of the Executive Officer's Certificate of Completion once the imposed conditions are met.

REASON FOR RECOMMENDATION

Following an analysis of the reorganization with consideration of the 28 factors listed in Government Code §56668 and LAFCO Policies (Sections 1-28, below), staff recommends the Commission approve the annexation to include 2.4-acres of residential property into SSWD.

BACKGROUND

Community Background

The project site is located in the Antelope Community in the unincorporated Sacramento County. The community is an urban community, primarily consisting of single family lots and public facilities with the principal zoning designation being RD-5. There is an existing multi-family development consisting of detached structures accessed with private drives immediately adjacent to the affected territory. County aerial imagery reflects that the aforementioned development was constructed in the 1960s, which predates the establishment of the 1985 Antelope community plan area. The surrounding single family residences developed between the 1970s and 1990s. The Antelope community is expected to continue to develop in accordance with the East Antelope Specific Plan.

Sphere of Influence

The project site is located in the Sphere of Influence for SSWD.

Project History

A Tentative subdivision map was approved by Sacramento County Board of Supervisors to divide 59.9 acres into 304 single-family lots and three open-space lots (Planning Control Number: 2003-0388). The original project also included a General Plan amendment, Special Development Permit, and resulted in an Environmental Impact Report (EIR). There was a subsequent time extension approved for the subdivision map in 2016, extending the map's approval to allow for the proposed development. The site is currently undeveloped but is intended to be developed per the approved entitlements. Condition #7 of the entitlement indicates that water service was to be provided in accordance with the regulations applicable to Sacramento Suburban Water District (SSWD) regulations.

Records indicate that the site was previously in the McClellan Air Force Base water district. Once the McClellan Air Force Water District dissolved, it was assumed that the affected territory was located within the California American water Company. No evidence has been provided demonstrating that CAW has jurisdiction over the site. The applicant has submitted an attempt at correspondence with CAW, but CAW did not provide a response confirming jurisdiction.

However, there is ample evidence to believe that it is illogical for the subject are to be in CAW. The site is located adjacent to existing SSWD boundaries, which were the result of the reorganization of the former Northridge Water District and Arcade Water district into SSWD pursuant to LAFCo Resolution 1217, and as described in the legal description (Attachment C). In the wake of McClellan Air Force Water District's dissolution and the reorganization of the McClellan Air Force Base area due to the base's closure, LAFCo staff's conclusion is that the subject area was intended to be within the jurisdictional area of SSWD and was excluded through some type of clerical error. At the very least, Watt Avenue serves as a logical boundary for SSWD and the subject parcel is surrounded by SSWD on three sides. LAFCo staff also believes that the subject area is already in SSWD's sphere of influence, setting the stage for annexation.

LAFCo Application

LAFCo received by petition an application to annex 2.4-acre of undeveloped residential property into Sacramento Suburban Water District.

Affected Agencies and Public Comments

On February 1, 2023, LAFCo submitted a comment request letter to all agencies who are currently providing services to the affected territory. LAFCo received one comment from Sacramento County's Office of Budget and Debt Management, and one letter from Sacramento County's Planning office. Both letters indicated that there were no comments on the matter.

CEQA

Sacramento County as the Lead Agency for the project, prepared and certified an Environmental Impact Report (EIR) for the project on September 22, 2006. The environmental impacts of the Annexation were addressed within the scope of this environmental document. The EIR includes mitigation measures as necessary to lessen the potential significant effect that the project could have on the surrounding area. The Notice of Determination (NOD) for EIR can be reviewed in its entirety as Attachment G. LAFCo staff analysis of these issues can be found within the corresponding 28 factors to be considered below and in Attachment A.

DISCUSSION OF STATUTORY AND POLICY CONSIDERATIONS

Government Code §56668 and LAFCo Policies require that the Commission review 28 factors of consideration in the review of a reorganization proposal. Each of the 28 factors is individually summarized in Table 1 (Attachment A), and fully addressed in the following sections: I. Services, II. Cost and Revenues, III. Boundaries, IV. Potential Effect on Others and Comments, and V. Land Use Population and Planning.

I. SERVICES

Need for Services

The affected territory is expected to be developed with single family dwellings. The site is not currently served by a water district. The entitlement approving the pending development includes a condition of approval that the project be served consistent with SSWD regulations. In order for this condition to be satisfied the project would need to be annexed into the subject district.

Existing and Necessary Infrastructure to Deliver Service

The submitted Plans for Service demonstrates that Sacramento Suburban Water District can provide service without interrupting the existing service, delivery levels, and/or adverse impacts to the existing infrastructure system.

Ability of Annexing Districts to Provide Service (Timely Availability of Water Supply)

Estimated service demand of project

The typical water use would be 300 gallons per day per lot for a total of 1800 gallons per day.

Availability of water supply

According to SSWD's 2020 Urban Water Management Planning Act (UWMP), the District utilizes a conjunctive water supply system of groundwater wells and treated surface water to meet the demands of its customers. The District has the capacity to meet 100% of the demands of its customers from its groundwater well system both today and in all future water demand projection scenarios to the year 2040. There are

two groundwater contamination plumes that have the potential to impact the District's groundwater supply; the McClellan plume and the Aerojet plume. Both plumes are under remediation by the federal government. In addition, the District's contracts with the City of Sacramento and Placer County Water Agency can provide roughly 30,000 acre feet per year of treated surface water in years when the American River watershed precipitation is average or above average.

There is existing infrastructure that is supporting the surrounding development, and SSWD has concluded the existing groundwater wells and supplemental surface water supplies are available to provide the water requirements necessary to support the future development.

Plan to provide service

The district plans to provide service to the area using the groundwater supply that is supported by the existing infrastructure.

Negative service impacts to the District / residents.

SSWD is currently undergoing a Municipal Service Review (MSR). A MSR provides a comprehensive analysis of the services provided by special districts and other service providers that are under the legislative authority of LAFCO. During the MSR LAFCO will determine the extent of operations provided by the district, the governance and financial information of the district, and the district's ability to demonstrate transparency with the public.

SSWD provided a MSR questionnaire to LAFCO that was presented to the Commission on February 3, 2021. The material demonstrated compliance with the applicable regulatory requirements and their principal act. Additionally there is no current or recent cases under review by Sacramento County's Grand Jury. Therefore staff has determined that SSWD is in good standing and that the district can provide quality service. As such the marginal expansion of the district's capacity will not negatively impact existing or future customers.

Service Impacts to Existing District Customers

The annexation will not interfere with the services available to existing customers.

Alternatives to Service

The other alternative to water supply would be CAW. The applicant has provided information on correspondence with the aforementioned water district, and there was no response received from the company.

Coordination of Applications

There are no existing applications in LAFCO's office that are connected to the subject request for annexation.

II. COST AND REVENUES

Cost to Provide Service

According to the Plan for Service, the annexation area will serve six residential parcels within the larger subdivision. The lots are required to pay the following fees: The

development charge fee in the amount of \$6,085.00, the Meter Fee in the amount of \$320.00, and a share of inspection fees which is approximately \$100.00 per lot. The total fees for the annexation area is \$39,030.00. Once the meters are installed the individual customer will have to pay a monthly service to the district a flat rate fee of \$48.99 and a water usage fee. The typical monthly charge is approximately \$60.00 per month. Monthly charge covers the maintenance, operation and water cost.

Assessed Value / Property Tax Exchange Agreements

Sacramento Suburban Water District does not collect property tax as a revenue source, as such this section is not applicable to the project scope. However, you can information on the assessed value of the land in the Assessor Report located in Attachment F.

III. BOUNDARIES

Proximity to District Boundaries / Sphere of Influence

The project is located within the Sphere of Influence for the subject district.

Creation of Irregular Boundaries

The subject parcels are located adjacent to areas already within SSWD service district. Therefore, the annexation of the subject parcels into the district will be logical and will not create irregular boundaries.

Topographical Information

The affected territory is located in an area is that relatively flat with marginal grade changes. There is no evidence that the current topography will prevent the installation of the infrastructure necessary to facilitate the sewer and wastewater treatment.

Fire Hazard Mitigation Plan

Effective January 1, 2019, LAFCos are required to consider information contained in a local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone, if it is determined that such information is relevant to the area that is the subject of the proposal. Sacramento's 2021 Local Hazard Mitigation Plan (LHMP) serves as the implementation program for the coordination of hazard planning and disaster response efforts within the County (the LHMP is currently in the process of being updated). The LHMP can be found online at [Sacramento County's Department of Water Resources](#) website. The LHMP contains a Fire Hazard Severity Zone Map which identifies moderate, high, and very high fire hazard zones. The annexation area is designated as Moderate.

IV. POTENTIAL EFFECT ON OTHERS AND COMMENTS

Effect on Adjacent Areas

The annexation will create logical boundaries for the subject service districts and will not negatively impact the adjacent areas.

Effect on Other Community Services

The annexation of the subject parcels into the service districts will not conflict with services already available to the community. Furthermore, the annexation will enable the facilitation of public services and will enhance the level of public resources available to persons who work and reside within the immediate area and in the

Antelope Community.

Comments and/or Objections from Other Agencies and the Landowner(s)

LAFCo has not received comments outside of the ones described above nor has LAFCo received objections from other agencies and the landowners.

V. LAND USE, POPULATION AND PLANNING

Zoning and Land Use Designations, Consistency with General / Specific Plans

The site is zoned RD-7, the land use designation is Low Density Residential (LDR). The Annexation and proposed development are consistent with the current zoning and land use designation and are compatible with the adjacent land uses.

Table 2. Surrounding Land Uses

Surrounding Area	Zoning	General Plan Land Use Designation	Current Land Use	Planned Land Use
Project Site: APN 203-0100-107 & 109	RD-7	LDR	Undeveloped	Single family residences
North:	RD-5	LDR	Detached multifamily residential dwellings	Existing multifamily homes
West:	RD-5	LDR	Single family dwelling	Existing single family dwellings
East:	RD-7	LDR	Undeveloped	Single family residences, open space lots
South:	RD-7	LDR	Undeveloped	Single family residences, open space lots

Impact to Agriculture / Open Space

Prior to approval of the land use entitlement the affected territory was zoned for Open Space and recreation (O), Business and professional offices (BP), and Residential, Density 7 du/acre (RD-7). The Board of Supervisors approved a General Plan Amendment, resulting in the parcels in question being zoned RD-7. The rezone's impact on agriculture and open space was analyzed during the original entitlement and the accompanying EIR. No additional changes have occurred to the property's zoning, as such Staff has determined that the project will not have any impact to agriculture and open space.

Population and Growth in the Area

Based on the 2015 Urban Water Management Plan (UWMP). The population is expected to grow about 0.44% to 190,659 by 2035, when the District is at full build-out. Other than limited residential, commercial in-fill projects, and industrial and commercial development at the McClellan Business Park, the District does not expect significant additional development within its service boundaries.

The property is intended to be developed for residential development, and the entitlement project has been conditioned to receive service from SSWD. The annexation of the affected territory into SSWD will not be growth inducing and will not negatively impact the current or proposed residents in the area.

Regional Housing Needs Considerations

On March 19, 2020, the Sacramento Area Council of Governments (SACOG) Board of Directors adopted their 2021-2029 Regional Housing Needs Plan (RHNP), a state requirement which allocates to SACOG cities and counties their "fair share" of the region's projected housing needs. Each city and county in the RHNP receives a Regional Housing Needs Allocation (RHNA) of total number of housing units that it must plan for within a 8-year time period through their General Plan Housing Elements. Allocations are distributed within four economic income categories; very low, low, moderate and above moderate. Allocation goals for the unincorporated Sacramento County are described in Table 3 below.

Table 3. SACOG 2021-2029 Total RHNA Allocation

Total Units	Very Low <50% of MFI	Low 50-80% of MFI	Moderate 80-120% of MFI	Above Moderate 120+% of MFI
21,272 (100%)	4,466 (21%)	2,692 (13%)	4,186 (19.7%)	9,928 (46.7%)
MFI: Median Family Income				

The annexation project will support future housing efforts; and will impact the County of Sacramento's ability to meet its RHNA allocations. This site is zoned for housing and may positively contribute to the County's inventory of land for housing.

LAFCo Policies

The following LAFCo Policies are relevant to the Commission's review of the proposed Reorganization.

- *The LAFCo will favorably consider proposals that will provide urban services in areas with high growth potential rather than in areas with limited potential for future growth. (LAFCo Policies § III.4.)*
As noted above and below, staff recommends approval of the proposal. This recommendation is made, in part, on the conclusion that the area encompassed by the project application presents a reasonable growth consistent with the Antelope community and the approved entitlements.
- *The LAFCo will favorably consider those applications that do not shift the cost for services and infrastructure benefits to other service areas. (LAFCo Policies § III.6.)*
The proposal does not shift costs.
- *An applicant for an Annexation must demonstrate a projected need or lack of need for service. (LAFCo Policies § V.I.5.)*
The need for the Annexation has been demonstrated by evidence that creating additional housing opportunities for the County, while still allowing for orderly growth that addresses environmental and municipal services issues. The proposal presents an appropriate balance between the goals for the Antelope community need to grow, and LAFCo's responsibility to provide logical boundary changes and ensure orderly growth.
- *Sacramento LAFCo Policies section I.C state the following principles:*
 1. *LAFCo is charged with encouraging orderly urban growth and development to*

- prevent urban sprawl, leapfrog development, and scattered urbanization;*
- 2. LAFCo is responsible for encouraging logical formation and determination of boundaries to coordinate property development standards and encourage timely urbanization;*
 - 3. LAFCo should exercise its authority to ensure that affected populations receive adequate and efficient governmental services; to promote cooperative planning efforts between cities, special districts, and the County; to examine urbanization from a regional perspective; to promote an equitable distribution of costs, services, and to discourage overlapping and duplicative provision of public services; and*
 - 4. LAFCo is required to guide development away from open space and prime agricultural land uses unless such actions would fail to promote the planned, orderly, and efficient development of a community.*

The proposed Annexation is consistent with LAFCo Policies section I.C above, as it encourages orderly growth and prevents urban sprawl by allowing the County to grow, in a manner that meets the goals of the County's General Plan, the Commission's SOI for the district, LAFCo Policies and in a way that assists the County meet its RHNA allocation.

LAFCo's careful consideration of municipal services and determinations based on the Plan for Services (PFS) ensures that there will be adequate and efficient services. Annexing the parcel into the City ensures orderly growth without hampering any agricultural activity to the north of the project site.

Additionally, based upon evidence as provided throughout this Report, and attachments, the proposed Annexation conforms to LAFCo policies because:

1. The affected territory is within the Sphere of Influence of the service districts.
2. The PFS for the proposal identifies types and adequacy of municipal services to be provided.
3. The PFS for the proposed Annexation identifies existing and proposed facilities.
4. The proposal is consistent with the policies of the adopted General Plan.
5. The Annexation does not split neighborhoods or divide an existing identifiable community, commercial district, or other area having a social or economic identity.
6. The proposal does not create islands, corridors or illogical peninsulas or distort existing boundaries.
7. The proposed Annexation does not exclusively contain revenue-producing properties.
8. The proposed Annexation extends water services to lands within the district's SOI, and adjacent to properties already in the district's service area, and does not create an area difficult to serve.
9. The proposed Annexation is orderly and is not "leapfrog" development in relation to existing development.
10. The proposed Annexation does not pose a threat to public health and safety. No portion of the proposal area is within an identified high danger area by the Local Hazard Mitigation Plan.

11. The proposed Annexation does not negatively impact the RHNA allocation for the projected population growth and development patterns for the Unincorporated Sacramento County.
12. The territory within the proposed Annexation area does not currently support agricultural activity, and is in the logical place for the proposed residential development which promotes orderly growth and discourages sprawl.

EXECUTIVE OFFICER COMMENTS

The proposed Annexation of residential lands into SSWD is consistent with Cortese-Knox-Hertzberg Act, the Commission's Policies, LAFCo's SOI for SSWD and Sacramento County's General Plan. The project represents a logical and orderly path of development and will serve residential development as approved by the Board of Supervisors. The Proposal is consistent with the Commission's purpose and responsibility for planning, shaping and coordinating the logical and orderly development of local governmental agencies so as to advantageously provide for the present and future needs of the county and its communities.

Due to 100 percent landowner and affected agencies' consent in accordance with Government Code 56663(c) the Conducting Authority can be waived and the Executive Officer authorized to take all necessary actions to complete the Annexation. Proposal with an effective date of annexation on the date the Executive Officer files the Notice of Determination and the Certificate of Completion.

I respectfully recommend that your Commission Approve the Annexation.

DETERMINATIONS

After reviewing the factors discussed above and summarized in Table 1 (Attachment A), the Commission should make its own determinations regarding the project. Staff recommends the following determinations based on project research, state law and local policies:

1. The subject territory is "uninhabited" per Government Code §54046. Application for this Annexation is made subject to Government Code §56650 et. seq. by landowner petition.
2. The territory proposed for the Annexation is within the sphere of influence of the Sacramento Suburban Water District and is contiguous to the existing boundary. The Annexation will provide a more logical and orderly boundary.
3. The Environmental Impact Report (EIR) prepared for this project by Sacramento County satisfies the requirements of the California Environmental Quality Act.
4. The Annexation will not result in negative impacts to the cost and adequacy of service otherwise provided in the area, and is in the best interests of the affected area and the total organization of local government agencies.
5. The Annexation will not have an adverse effect on agriculture and open space lands.
6. The Annexation will result in a decrease in water supply available for the buildout of regional housing needs determined by the Sacramento Area Council of Governments. The Annexation will not, however, have a significant foreseeable

effect on the ability of the County to adequately accommodate its fair share of those housing needs.

ATTACHMENTS

- Attachment A: Table 1: Summary of 28 Factors to be Considered
- Attachment B: Landowner Application & Project Information
- Attachment C: Project Maps
- Attachment D: Lakes at Antelope Subdivision
- Attachment E: Letter from Department of Finance Regarding Property Tax Exchange
- Attachment F: Assessed Value of Land
- Attachment G: Notice of Determination: Environmental Impact Report (EIR)
- Attachment H: LAFCO Draft Resolution LAFC XX-XXXX

SUMMARY OF STATUTORY AND POLICY CONSIDERATIONS

Government Code §56668 and LAFCO Policies require that the review of a proposal shall consider the following factors:

FACTOR TO CONSIDER	COMMENT
1. Population, density, growth, likelihood of growth in, and in adjacent areas, over 10 years [§56668(a)]	Consistent. Annexation of affected territory allows Sacramento Suburban Water District (SSWD) to have more orderly boundaries consistent with Government Code 56375.3, its General Plan and the SACOG Blueprint “preferred scenario.”
2. Need for organized services, probable future needs [§56668(b)1; LAFCo Policies § III.9.]	Consistent. The need for the Annexation has been demonstrated by evidence that the area is located in close proximity to other SSWD boundaries, and the annexation of the residential properties will facilitate the future service needs into the area. The proposal is consistent LAFCo’s responsibility to provide logical boundary changes and ensure orderly growth.
3. Effect of proposal on cost & adequacy of service in area and adjacent areas [§56668(b)1]	Consistent. There are no immediate costs for extending service as there is existing infrastructure that will support the water services.
4. Effect of alternative courses of action on cost & adequacy of service in area and adjacent areas [§56668(c)]	Undetermined. California American Water Company could continue to be an alternative provider of municipal services; however it has not responded to the applicant’s request for correspondence. On the other hand, Cal Am water lines would have to cross Watt Avenue to extend services, resulting in a disorderly provision of service.
5. Effect on adjacent areas, communities of interest [§56668(c)]	Consistent. The service district will support the future residential development in the community.
6. Conformity of both the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities [§56668(d)]	Consistent. The Annexation of the affected territory is consistent with the Commission’s SOI for SSWD, government Code 56375.3 and the SACOG “preferred scenario.”
7. Physical and economic integrity of agriculture lands and open space [§56668(e)]	Not Applicable. The project is undeveloped, but does not include lands designated for agriculture lands and open space.

8. Boundaries: logical, contiguous, not difficult to serve, definite and certain [§56668(f), §56741-cities]	Consistent. The Annexation is in SSWD sphere of influence. The reorganization will not split parcels. Annexing this area as a whole creates a more orderly boundary.
9. A regional transportation plan adopted pursuant to Section 65080 [§56668(g)]	Not Applicable.
10. Consistency with General Plans, specific plans, zoning [§56668(h)]	Consistent. The Annexation is consistent with the County's General Plan and zoning designations.
11. Spheres of Influence [§56668(i)]	Consistent. The parcel is within SSWD SOI.
12. Other agency comments, objections [§56668(j)]	Consistent. No agency comments were received contesting the project.
13. The ability of the newly formed or receiving entity to provide the services that are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change [§56668(k)]	Consistent. SSWD is currently undergoing a Municipal Service Review (MSR). A MSR provides a comprehensive analysis of the services provided by special districts and other service providers that are under the legislative authority of LAFCO. During the MSR LAFCo will determine the extent of operations provided by the district, the governance and financial information of the district, and the district's ability to demonstrate transparency with the public. SSWD provided a MSR questionnaire to LAFCo that was presented to the Commission on February 3, 2021. The material demonstrated compliance with the applicable regulatory requirements and their principal act. Additionally there is no current or recent cases under review by Sacramento County's Grand Jury. Therefore staff has determined that SSWD is in good standing and that the district can provide quality service. As such the marginal expansion of the district's capacity will not negatively impact existing or future customers.
14. Timely availability of adequate water supply [§56668(l)]	Consistent. There is existing infrastructure that is supporting the surrounding development, and SSWD has concluded the existing groundwater wells and supplemental surface water supplies are available to provide the water requirements necessary to support the future development.
15. Fair share of regional housing needs [§56668(m)]	Consistent. The project will provide a service that will support future housing needs in the community.
16. Information or comments from landowners or owners [§56668(n)]	Consistent. LAFCo did not receive additional comments from landowners or owners.

17. Land use, information relating to existing land use designations [§56668(o)]	Consistent. The Annexation will support a land use that is consistent and compatible with the other residential developments in the community.
18. The extent to which the proposal will promote environmental justice [§56668(p)].	Consistent. LAFCo defines Environmental Justice as the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the location of public facilities and the provision of public services, to ensure a healthy environment for all people such that the effects of pollution are not disproportionately tolerated by any particular populations or communities. The project will extend water services that will provide for healthy, safe and sanitary home for its future residents.
19. Information contained in a local hazard mitigation plan, a safety element of a general plan, and any maps that identify land as a very high fire hazard zone [§56668(q)]	Consistent. The project is located in a moderate fire hazard zone in the 2016 Fire Hazard Mitigation Plan.
23. The LAFCo will favorably consider proposals that will provide urban services in areas with high growth potential rather than in areas with limited potential for future growth. (LAFCo Policies § III.4.)	Consistent. The area encompassed by the project is entitled to be developed with more than 300 single family homes.
24. LAFCo will favorably consider those applications that do not shift the cost for services and infrastructure benefits to other service areas. (LAFCo Policies § III.6.)	Consistent. The proposal does not shift costs.
25. LAFCo will favorably consider those applications which improve the balance between jobs and housing (LAFCo Policies § III.7.)	Undetermined. The project will include the development of housing; however, staff did not conduct analysis on how the housing would impact the availability of jobs in the region.
26. LAFCo encourages the use of service providers governed	Consistent. The district is governed by elected officials.

by elected officials (LAFCo Policies § III.8.)	
27. An applicant for a Reorganization must demonstrate a projected need or lack of need for service. (LAFCo Policies § V.I.5.)	Consistent. The affected territory is expected to be developed with single family dwellings. The site is not currently served by a water district. The pending development includes a condition of approval that the project be served consistent with SSWD regulations. In order for this condition to be satisfied the project would need to be annexed into the subject district.

For Office Use Only
LAFCo File #: _____

Date Received: _____

Sacramento Local Agency Formation Commission (LAFCo)
1112 I Street, Suite #100, Sacramento, CA 95814
916.874.6458
www.saclafco.org

APPLICATION FORM

Change of Organization or Reorganization

1. Project Information

A. Name of Project:

The Lakes at Antelope

B. Address or Description of Location of Project:

The project 3.06 acres located on the north side Watt Avenue and the east of Navaho Drive.

C. Major Streets and Highways around the project:

The Project is The North side of Watt Avenue 220 feet north of Antelope Road.

D. Assessor Parcel Information (within the proposal territory):

Assessor Parcel Numbers (APN):	Area (in acres):
Portion of 203-0100-107 & 109	3.06 Acres
TOTAL AREA:	3.06 Acres

Affected Agencies

(Cities or Districts)

1. Sacramento Suburban Water District
2. Cal American Water Company
3. _____
4. _____

Related Reorganizations:

(annexation, detachment, dissolution, sphere of influence amendment)

1. _____
2. _____
3. _____
4. _____

E. Proposal Initiated By (check one):

____ Resolution (indicate #: _____)

X Landowner or Voter Petition

2. Applicant Information:

A. Chief Petitioners, if initiated by petition (maximum of three) or Landowner(s):

1. Name: KB Home Sacramento Inc. Contact: Leo Pantoja _____

____ Address: 3500 Douglas Blvd #250 City: Roseville _____ ZIP: 95661 _____

Phone Number: 916-945-3882 _____ Email: lpantoja@kbhome.com

2. Name: _____

Address: _____ City: _____ ZIP: _____ Phone

Number: _____ Email: _____ @ _____

3. Name: _____

Address: _____ City: _____ ZIP: _____ Phone

Number: _____ Email: _____ @ _____

B. Applicant's Representative or Agent **(This person will be the primary contact for LAFCo staff):**

Name: Kent H Baker Baker Williams Engineering Group

Address: 6939 Sunrise Blvd. Ste 112 City: Citrus Heights ZIP: 95608

Phone Number: 916 331 4336 Email: kbaker@bwengineers.com

C. Authority to File (check one and attach authorization):

____ Ownership X Letter of Agency ____ Petition
 ____ Resolution

3. General Description of the Project Territory

A. Proposal Area:

Give a detailed description of the proposal area and what it consists of (e.g. existing commercial corridors, residential communities, public utility right-of-way, relevant structures, etc.)

The property is vacant and adjacent to Watt Avenue

B. Topography:

Describe the topography, physical features (rivers, creeks, drainage basins, etc.) and natural boundaries of the subject territory.

The property is vacant and slope at 2% to Sierra Creek located just east the property.

4. The Project

A. Explain in detail the reasons for this proposal and why it is necessary?

The Lakes at Antelope project include an EIR which was approved by the Board the Board of Supervisor. The EIR include this property but did recognize the property was not in the Sacramento Suburban Water District. 4 lots and portion of 2 lots of the Lakes of Antelope on this property. Sacramento Suburban is the only water District with a line adjacent to the property.

B. What are the alternate courses of action to the proposed change of organization, if any? (Include the names of other local agencies having the authority to provide the same or similar services as those requested.)
There is not cost effective Alternate to Annexation.

C. What will be the effect of the proposal on the adjacent areas, on mutual social and economic interests, and on the local governmental structure of the County?

The Annexation will have no effect on adjacent areas.

D. If the service level(s) to be provided exceeds the existing service capacity, describe the service provider's ability to increase its capacity (i.e., new facilities, additional personnel, etc.):
Per The EIR the District has the capacity to service the property.

E. List any assessments, fees or other charges to be levied as a part of this proposal:

The Project will have to pay the existing Sacramento Suburban water District fees.

F. List any terms or conditions requested for inclusion in LAFCo Resolution of Approval as part of this proposal:

None Proposed.

5. Population and Housing Information

A. What is the current population of the subject territory? 0

B. Number and type of dwelling units existing/proposed on-site:
Six single family homes.

C. What is the estimated population of the proposed area at build-out?

14

D. What is the proximity of the subject territory to other populated areas?
Adjacent

E. What is the projected/estimated growth in the area and in adjacent incorporated and unincorporated areas, within the next five years?

NA

6. Land Use and Zoning

If the proposal territory is not within a city, County General Plan and zoning information may be obtained by calling the County Planning Department (916-874-6141) with the Assessor Parcel Number(s) of the subject property. If the territory is within a city, please call the appropriate city's planning department.

A. The territory is within the Antelope community plan.

1. The General Plan or community plan designation is:

Low Density Residential

B. Current zoning is: RD 7

C. Current city rezoning is: NA

D. Describe the predominate uses of adjacent land (vacant, residential, commercial, agricultural, etc.)

North: Residential under construction South: Park_____

East: Open Space_____West: Residential

E. Indicate if any portion of the territory contains the following: NO

_____ Agricultural land uses _____ is project within Agricultural
_____ Open Space _____ Preserve?
_____ Easement _____ Habitat Conservation Plan Area
_____ no _____
_____ Designated Infill Area _____ Wetlands
_____ Unusual features such as: _____

If **YES** for **agriculture or open-space**, what is the effect of this proposal on these lands?

F. Indicate below **all** permits or approvals that will be needed or have been granted by the County or any city to complete the project. If already granted, please note the date of approval and attach a copy of each resolution of approval. If approval is pending, please note the anticipated approval date:

Type of Approval of Permit	File Number	Approval Date	Is Resolution Attached?
Tentative Subdivision Map	2016-00093	9-13-2016	Y / N Yes
Tentative Parcel Map			Y / N
Conditional Use Permit			Y / N
City/County General Plan Amendment	03-0388		Y / N Yes
City Prezoning			Y / N
County Rezone	03-0388	9-13-06	Y / N Yes
Development Agreement			Y / N
Other:Special Develop per.	03-0388	9-13- 06	Y / N Yes

G. What is/are the proposed planned land use(s) of the subject area? Is there any change in land use and zoning being proposed as part of this proposal (including, if applicable, pre-zoning by an affected city)? Please be specific.

The property is part of an approved subdivision that is under construction

H. Is the proposal consistent with city or county general plans, specific plans, and other adopted land use policies? If not, please state why.

Yes

I. What effect, if any, would denial of the proposed change of organization have on the related development?

You would have 4 lots without water

J. Is the proposal area within the sphere of influence of the annexing agency or any other agency?

NA

7. Municipal Services

A. What services and/or costs to residents or landowners in the proposal area would be increased, reduced, or eliminated as a result of this proposal? The subdivision is constructing the water line for the project.

B. Describe the adequacy and availability of water supply to the proposal area. Include information on the source of service and when it will be available:

Sacramento Suburban Water District. The Subdivision is constructing the water line.

C. Annexation Plan for Providing Services:

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted with this application. This plan shall, at a minimum, respond to each of the following questions:

Some Helpful Definitions:

"Affected city" means any city that either:

- (a) contains, or its sphere of influence contains, the proposal territory *and/or*
- (b) would contain the proposal territory if the project is approved

"Affected county" means each county that contains, or would contain, the proposal territory

"Affected district" means a special district that contains, or whose sphere of influence contains, or would contain, the proposal territory

"Affected local agency" means any agency that contains, or would contain, or whose sphere of influence contains, the project territory

"Affected territory" means the project territory

Page 9 of 15

Sacramento LAFCo • 1112 I Street, Suite 100, Sacramento, CA 95814-2836 • (916) 874-6458 www.saclafco.org

1. A description of the level and range of each public service to be provided to the proposal territory.
 2. An indication of when the service can be feasibly extended to the proposal territory.
 3. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the proposal territory.
 4. The estimated cost of extending the service and a description of how the service or required improvements will be financed. A discussion of the sufficiency of revenues for anticipated service extensions and operations is also required.
 5. An indication of whether the proposal territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
 6. If retail water service is to be provided through this change of organization, provide a description of the timely availability of water for projected needs within the proposal area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).
- D. Indicate which agencies currently provide affected public services within the proposal territory and which agencies would provide services after the proposed change of organization:

<u>Service</u>	<u>Current Agency</u>	<u>Proposed Agency</u>
Police	Sacramento County Sheriff	Same
Fire	Sac Metro Fire	Same
Water	Cal Water	Sacramento Suburban Water District
Sewer Garbage	County of Sacramento	Same
Street Lighting	County of Sacramento	Same
Road Maintenance	County of Sacramento	Same
Flood Control	County of Sacramento	Same
Parks and Recreation	North Highlands	Same

LAFCO File #: _____

Library Services	North Highlands	Same
Electricity	SMUD	Same
Transit	RT	Same
Other:		

E. If a change in service provider is proposed, has each service provider provided a statement indicating the desire and capability to furnish services?

☒ Yes
☐ No

F. If **YES**, a *Letter of Agreement* from each agency assuming service responsibilities **must be included with this application**. The letter must identify each agency's role and responsibility as the new service provider and the method for funding additional services.

G. If **NO**, please explain:

H. If a change in service provider is proposed, are alternative providers available for any of the proposed services?

☐ Yes
☒ No

I. If **YES**, list providers and explain why they are not proposed to provide service:

8. Sphere of Influence

Pursuant to Government Code Section 56425, provide the following information **IF** the proposal requires a **Sphere of Influence (SOI) Amendment**.

A. Describe any social or economic interests, current or future, within the proposal area that create a logical identification of the proposal area with the proposed change of organization:

B. Describe the present and probable need for public facilities and services in the proposal area:

C. Describe in detail the present capacity of public facilities and adequacy of public services the affected agency provides or is authorized to provide:

D. Attach to this application all documentation regarding consultation that has occurred between the City and the County, with regards to an agreement on boundaries, development standards, and zoning requirements within the proposed sphere (G. C. 56425(b)).

9. Other Information

A. List names and addresses of any persons, organization or agencies known to you who may be opposed to this proposal:

Name	Address	Telephone
NA		

B. ANY OTHER COMMENTS YOU MAY WISH TO MAKE (may be attached as necessary):

C. Names and addresses of up to three persons who are to receive notice of hearing and staff report:

Name	Address	Interest
KB Home Inc	3500 Douglas Blvd #250 Roseville Ca 95661	Owner
Sacramento Suburban Water District	3701 Marconi Avenue Sacramento CA 95821	Water District
Baker Williams Engineering Group	6939 Sunrise Blvd Ste 112 Citrus Heights Ca 95610	Engineer

D. Complete and attach FPPC Party Disclosure Form (Not required for public agencies.)

10. Certification

I hereby certify that the above information and accompanying documents are true and accurate to the best of my knowledge and agree to pay any fees and expenses required to prepare necessary environmental documentation and planning studies and fees to process this application. In addition, I hereby petition the Sacramento Local Agency Formation Commission (LAFCo) for approval of a proposed change of organization or reorganization, as described herein.

The undersigned hereby petition(s) the Sacramento Local Agency Formation Commission for approval of a proposed change of organization or reorganization, and stipulate(s) as follows:

1. The boundaries of the territory(ies) included in the proposal are as described in *Exhibits A* (metes and bounds legal description) and *Exhibit B* (map) attached hereto.
2. The territory(ies) included in the proposed change of organization:
_____ *is/are inhabited* (12 or more registered voters).
_____ *Xs/are uninhabited*.
3. This proposal X *is* / _____ *is not* consistent with the Sphere of Influence of the affected city/ and or districts.
4. The persons signing this petition have signed as:
_____ *Registered Voters* X *Owners of Land*
_____ *Landowner Agent*
5. A) If the formation of a new district(s) is included in the proposal, please state the principal act(s) under which said district(s) is/are proposed to be _____ formed:

B) The proposed name of the new district(s) is/are: _____ and
the boundaries of the proposed new district(s) area as described in the exhibits attached and made a part hereof.
6. If the proposal is an incorporation, the name of the proposed new city is:


Wherefore, petitioner(s) or owner(s) request(s) that proceedings be taken in accordance with the provisions of Section 56000, et seq., of the Government Code and herewith affix signature(s) as follows:

Landowner/ Chief Petitioner(s) as listed above:

1. KB Home Of Sacramento, Inc A California Corporation
2. _____
3. _____

Applicants Representative or Agent as listed above:

 Leo Pantoja, Vice President of Planning

Date:  01/03/2023

NOTE: Applications will not be accepted without signature of legal owners or official agents with Power of Attorney or Chief Petitioners, or without acceptable legal description and map. An incomplete application will not be processed.

###

EXHIBIT 'A'
LEGAL DESCRIPTION
SACRAMENTO SUBURBAN WATER DISTRICT

All that real property being a portion of Resultant Parcel 1, recorded in Book 20140605, Page 0817 Official Records of Sacramento County. Being a portion of Section 24, Township 10 North, Range 5 East, Mount Diablo Meridian. Situated in the County of Sacramento, State of California. More particularly described as follows:

Commencing at the northwest corner of said Section 24, as shown on that certain map filed March 19, 2015 in Book 86 of Surveys, at Page 09, said County Records; thence South 39°45'30" East, 2,085.52 feet to the most southerly Right of Way of Navaho Drive as described in Easement Deed recorded September 08, 2021 in Document Number 202109080040, said County Records and being the true **Point of Beginning**; Thence leaving said Point of beginning along the existing LAFCO resolution no. 1217 dated January 2, 2000 and amended December 5, 2001 the following 7 courses:

1. Thence along the southeast Right of Way of said Navaho Drive, North 21°57'32" East, 113.06 feet;
2. thence continuing along said Right of Way, to the left along the arc of a 756.00 foot radius curve, concave to the northwest, having a central angle of 02°52'55", and an arc length of 38.03 feet;
3. thence leaving said Right of Way, South 78°23'41" East, 406.59 feet;
4. thence South 70°39'32" East, 123.00 feet;
5. thence South 02°26'10" East, 149.45 feet;
6. thence South 25°04'33" West, 1.94 feet;
7. thence South 44°06'46" West, 77.50 feet to the North Right of Way of Watt Avenue, as shown on said Map;

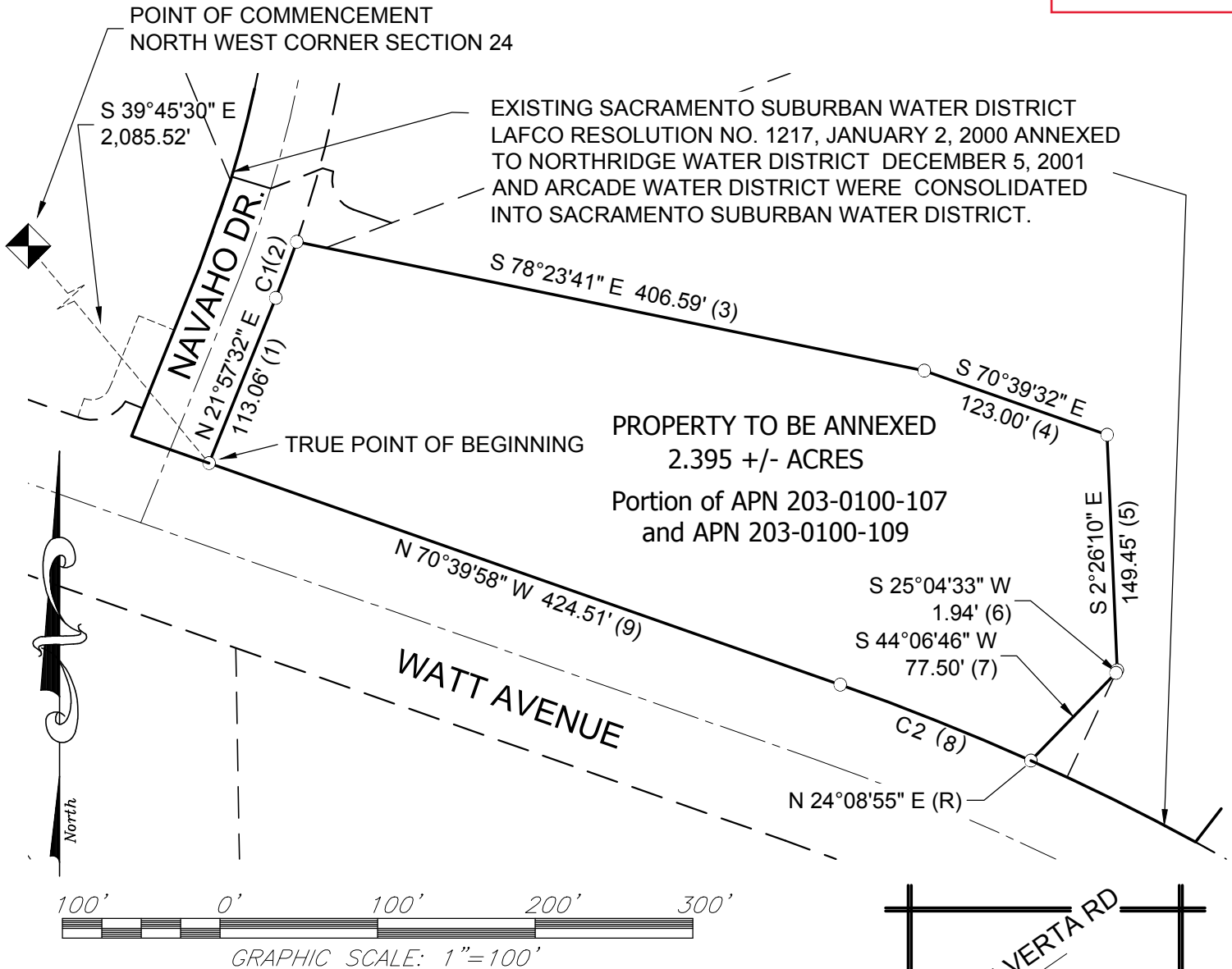
thence leaving said annexation along last said Right of Way the following 2 courses:

8. thence, to the left along the arc of a 1,550.00 foot radius curve, concave to the south, having a radial bearing of North 24°08'55" East, a central angle of 04°48'53", and an arc length of 130.25 feet;
9. thence, North 70°39'58" West, 424.51 feet to the **Point of Beginning**.

Containing 2.395 acres, more or less.



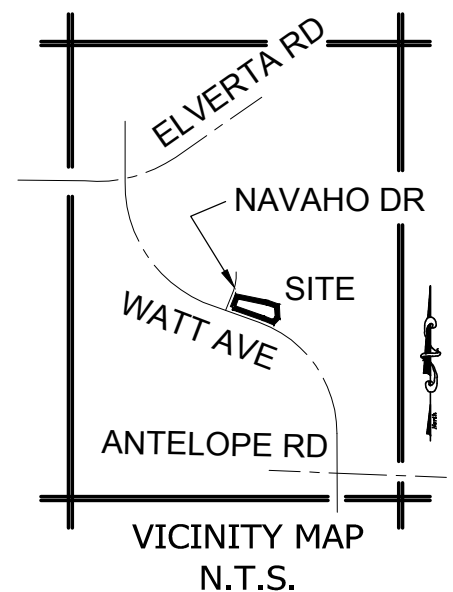
PORTION OF SECTION
TOWNSHIP 10 NORTH, RANGE 12E
MOUNT DIABLO MERIDIAN



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	38.03'	756.00'	2° 52' 55"	N 20°31'04" E	38.02'
C2	130.25'	1,550.00'	4° 48' 53"	N 68°15'31" W	130.21'

EXHIBIT 'B'



**BAKER WILLIAMS
ENGINEERING GROUP**

6939 SUNRISE BLVD, SUITE 112
CITRUS HEIGHTS, CA 95610-3153
Phone (916)331-4336~Fax (916)331-4430
EMAIL: office@bwengineers.com

SCALE: 1"=100'

JOB #: 18-01-004

DATE: MAY, 2021

ANNEXATION EXHIBIT
**SACRAMENTO SUBURBAN
WATER DISTRICT**
SACRAMENTO COUNTY, CALIFORNIA

**COUNTY OF SACRAMENTO
INTER-OFFICE CORRESPONDENCE**

**Item V-5
Attachment D
Page 1 of 7**

October 2, 2006

TO: PLANNING AND COMMUNITY DEVELOPMENT

FROM:  CINDY H. TURNER, Clerk
Board of Supervisors

SUBJECT: **03-GPB-CZB-SDP-SPP-AHS-0388** - (ANTELOPE/DYER)
**GENERAL PLAN AMENDMENT, COMMUNITY PLAN AMENDMENT,
REZONE, TENTATIVE SUBDIVISION MAP, SPECIAL DEVELOPMENT
PERMIT, EXCEPTION AND AFFORDABLE HOUSING PLAN
LLGC, LLC C/O MCCLELLAN PARK** – Applicant/Engineer: Baker-Williams
Engineering Group - Assessor's Parcel Nos. 203-0100-055, 058, 061 and 074 located at
the southeast corner of Watt Avenue and Navajo Drive in the Antelope community.
(MacGlashan)

The Board of Supervisors meeting in regular session on July 19, 2006, determined the Final Environmental Impact Report as adequate and complete.

The Board of Supervisors meeting in regular session on September 13, 2006, adopted the Findings of Fact and Statement of Overriding Considerations and took the following actions on the above-referenced matter:

GENERAL PLAN AMENDMENT

Approved a General Plan Amendment by Resolution No. **2006-1087**, to change the land use designation for approximately 59.9 acres from Open Space (Recreation) and Commercial and Office to Low Density Residential.

COMMUNITY PLAN AMENDMENT

Approved a Community Plan Amendment by Resolution No. **2006-1088**, for approximately 59.9 acres from "O" (Recreation - approximately 57.6 acres) and BP (Business Professional – approximately 2.3 acres) to RD-7 (Residential), subject to findings recommended by staff in Addendum #1.

REZONE

Approved a Rezone by Ordinance No. **SZC-2006-0032**, for approximately 59.9 acres from "O" (Recreation - approximately 57.6 acres) and BP (Business Professional –

approximately 2.3 acres) to RD-7 (Residential), subject to findings and conditions recommended by staff in Addendum #1, and amended as follows:

Amend Condition No. 12 to read:

With issuance of each residential building permit, contribute to the Antelope Major Roadway Fund for offsite roadway improvements an amount to be calculated by the Infrastructure Finance Section to be equivalent to the Antelope Major Roadway Fee that would be charged to this development if it were located within the Antelope Public Facilities Financing Plan area. Recognizing that the subject property is also subject to payment of the County District 1 Roadway Fee, whereas the Antelope Financing Plan area is not, the calculation of the equivalent Antelope contribution will deduct the then current amount of the District 1 Roadway Fee or its successor fee so long as that fee is not applicable to the Antelope Financing Plan area.

Calculation by the Infrastructure Finance Section of the equivalent Antelope Roadway contribution will also treat the cost of the Watt Avenue/Navaho Drive intersection signalization improvements constructed by the property owner as creditable against the contribution amount as if the improvement were included in the Antelope Roadway Capital Program.

The fair share contribution to the signalization of the Antelope Road/Antelope Hills Drive intersection specified in the traffic mitigation measures is met by payment of the equivalent Antelope Roadway contribution. Such fair share amount as determined by the Department of Transportation will be allocated to this improvement from the proceeds of the equivalent Antelope Roadway contribution.

Add Condition No. 42 to read:

Prior to recordation of the final map, secure approval of an open space management plan for the Goat Creek Open Space Area, to be approved by the Board of Supervisors.

Add Condition 43 to read:

Install a wrought iron fence between public open space areas and yard areas, and public and private streets. Open space areas shall be gated with public access permitted between daylight and sunset hours.

TENTATIVE SUBDIVISION MAP

Approved a Tentative Subdivision Map known as **THE LAKES AT ANTELOPE** to divide approximately 59.9 acres into 304 single-family lots and three open-space lots subject to findings and conditions recommended by staff in Addendum #1, and amended as follows:

Amend Condition 31 to read:

With issuance of each residential building permit, contribute to the Antelope Major Roadway Fund for offsite roadway improvements an amount to be calculated by the Infrastructure Finance Section to be equivalent to the Antelope Major Roadway Fee that would be charged to this development if it were located within the Antelope Public Facilities Financing Plan area. Recognizing that the subject property is also subject to payment of the County District 1 Roadway Fee, whereas the Antelope Financing Plan area is not, the calculation of the equivalent Antelope contribution will deduct the then current amount of the District 1 Roadway Fee or its successor fee so long as that fee is not applicable to the Antelope Financing Plan area.

Calculation by the Infrastructure Finance Section of the equivalent Antelope Roadway contribution will also treat the cost of the Watt Avenue/Navaho Drive intersection signalization improvements constructed by the property owner as creditable against the contribution amount as if the improvement were included in the Antelope Roadway Capital Program.

The fair share contribution to the signalization of the Antelope Road/Antelope Hills Drive intersection specified in the traffic mitigation measures is met by payment of the equivalent Antelope Roadway contribution. Such fair share amount as determined by the Department of Transportation will be allocated to this improvement from the proceeds of the equivalent Antelope Roadway contribution.

Amend Condition 32 to read:

Prior to the recordation of the final map or certificate of compliance, the property owner(s) shall dedicate 4.65 acres of land to the North Highlands Recreation and Park District that is suitable for the construction of a park or shall pay fees in-lieu of such land dedication in the amount of \$3,059.00 per home for a total of \$929,936.00 for the project. Also, prior to the issuance of each residential building permit, the property owner shall pay a Park Development Facility Fee to the North Highlands Recreation and Park District. Until a new park development fee for the North Highlands Recreation and Park District is approved by the County Board of Supervisors, such fees shall be an amount equal to the park development fees for the Antelope area for the Sunrise Park and Recreation District.

Amend Conditions 33 to read:

Prior to the issuance of certificates of occupancy, the property owner(s) shall approve an annual Mello-Roos Community Facilities District special tax or an annual Landscaping and Lighting benefit assessment for the North Highlands Recreation and Park District to fund the maintenance and operation of park and recreation facilities. In the event that the property owner(s) fails to approve an annual special tax or benefit

assessment for such purposes for the North Highlands Recreation and Park District, no certificates of occupancy for the property shall be issued.

Amend Condition No. 60 to read:

Cluster lots shall be developed in compliance with setbacks shown in the Special Development Permit and amended to include a “Cluster Lot” detail exhibit.

Amend Condition 63 to read:

Install a wrought iron fence between public open space areas and yard areas, and public and private streets. Open space areas shall be gated with public access permitted between daylight and sunset hours.

SPECIAL DEVELOPMENT PERMIT

Approved Special Development Permit No. **SPBS-2006-0010**, to allow the project to be served by private streets and to allow a reduction in the minimum 4,000 square-foot lot area required for the RD-7 (Residential) zone, subject to findings and conditions recommended by staff in the Draft Special Development Permit and amended to include a “cluster lot” detail exhibit.

EXCEPTION

Approved an Exception to Title 22.110.070(d) and Title 22.110.070(e) of the County Land Development Ordinance to allow several lots to have a depth less than 95 feet and to allow the depth of certain lots to exceed three times the lot width, subject to findings and conditions recommended by staff in Addendum #1, and amended as follows:

Amend Condition 31 to read:

With issuance of each residential building permit, contribute to the Antelope Major Roadway Fund for offsite roadway improvements an amount to be calculated by the Infrastructure Finance Section to be equivalent to the Antelope Major Roadway Fee that would be charged to this development if it were located within the Antelope Public Facilities Financing Plan area. Recognizing that the subject property is also subject to payment of the County District 1 Roadway Fee, whereas the Antelope Financing Plan area is not, the calculation of the equivalent Antelope contribution will deduct the then current amount of the District 1 Roadway Fee or its successor fee so long as that fee is not applicable to the Antelope Financing Plan area.

Calculation by the Infrastructure Finance Section of the equivalent Antelope Roadway contribution will also treat the cost of the Watt Avenue/Navaho Drive intersection signalization improvements constructed by the property owner as creditable against

the contribution amount as if the improvement were included in the Antelope Roadway Capital Program.

The fair share contribution to the signalization of the Antelope Road/Antelope Hills Drive intersection specified in the traffic mitigation measures is met by payment of the equivalent Antelope Roadway contribution. Such fair share amount as determined by the Department of Transportation will be allocated to this improvement from the proceeds of the equivalent Antelope Roadway contribution.

Amend Condition 32 to read:

Prior to the recordation of the final map or certificate of compliance, the property owner(s) shall dedicate 4.65 acres of land to the North Highlands Recreation and Park District that is suitable for the construction of a park or shall pay fees in-lieu of such land dedication in the amount of \$3,059.00 per home for a total of \$929,936.00 for the project. Also, prior to the issuance of each residential building permit, the property owner shall pay a Park Development Facility Fee to the North Highlands Recreation and Park District. Until a new park development fee for the North Highlands Recreation and Park District is approved by the County Board of Supervisors, such fees shall be an amount equal to the park development fees for the Antelope area for the Sunrise Park and Recreation District.

Amend Conditions 33 to read:

Prior to the issuance of certificates of occupancy, the property owner(s) shall approve an annual Mello-Roos Community Facilities District special tax or an annual Landscaping and Lighting benefit assessment for the North Highlands Recreation and Park District to fund the maintenance and operation of park and recreation facilities. In the event that the property owner(s) fails to approve an annual special tax or benefit assessment for such purposes for the North Highlands Recreation and Park District, no certificates of occupancy for the property shall be issued.

Amend Condition No. 60 to read:

Cluster lots shall be developed in compliance with setbacks shown in the Special Development Permit and amended to include a "Cluster Lot" detail exhibit.

Amend Condition 63 to read:

Install a wrought iron fence between public open space areas and yard areas, and public and private streets. Open space areas shall be gated with public access permitted between daylight and sunset hours.

AFFORDABLE HOUSING PLAN

Approved an Affordable Housing Plan consisting of the construction of low-income for-sale affordable housing on-site, subject to findings and conditions recommended by staff in Addendum #1, and amended as follows:

Amend Condition 31 to read:

With issuance of each residential building permit, contribute to the Antelope Major Roadway Fund for offsite roadway improvements an amount to be calculated by the Infrastructure Finance Section to be equivalent to the Antelope Major Roadway Fee that would be charged to this development if it were located within the Antelope Public Facilities Financing Plan area. Recognizing that the subject property is also subject to payment of the County District 1 Roadway Fee, whereas the Antelope Financing Plan area is not, the calculation of the equivalent Antelope contribution will deduct the then current amount of the District 1 Roadway Fee or its successor fee so long as that fee is not applicable to the Antelope Financing Plan area.

Calculation by the Infrastructure Finance Section of the equivalent Antelope Roadway contribution will also treat the cost of the Watt Avenue/Navaho Drive intersection signalization improvements constructed by the property owner as creditable against the contribution amount as if the improvement were included in the Antelope Roadway Capital Program.

The fair share contribution to the signalization of the Antelope Road/Antelope Hills Drive intersection specified in the traffic mitigation measures is met by payment of the equivalent Antelope Roadway contribution. Such fair share amount as determined by the Department of Transportation will be allocated to this improvement from the proceeds of the equivalent Antelope Roadway contribution.

Amend Condition 32 to read:

Prior to the recordation of the final map or certificate of compliance, the property owner(s) shall dedicate 4.65 acres of land to the North Highlands Recreation and Park District that is suitable for the construction of a park or shall pay fees in-lieu of such land dedication in the amount of \$3,059.00 per home for a total of \$929,936.00 for the project. Also, prior to the issuance of each residential building permit, the property owner shall pay a Park Development Facility Fee to the North Highlands Recreation and Park District. Until a new park development fee for the North Highlands Recreation and Park District is approved by the County Board of Supervisors, such fees shall be an amount equal to the park development fees for the Antelope area for the Sunrise Park and Recreation District.

Amend Conditions 33 to read:

Prior to the issuance of certificates of occupancy, the property owner(s) shall approve an annual Mello-Roos Community Facilities District special tax or an annual Landscaping and Lighting benefit assessment for the North Highlands Recreation and Park District to fund the maintenance and operation of park and recreation facilities. In the event that the property owner(s) fails to approve an annual special tax or benefit assessment for such purposes for the North Highlands Recreation and Park District, no certificates of occupancy for the property shall be issued.

Amend Condition No. 60 to read:

Cluster lots shall be developed in compliance with setbacks shown in the Special Development Permit and amended to include a "Cluster Lot" detail exhibit.

Amend Condition 63 to read:

Install a wrought iron fence between public open space areas and yard areas, and public and private streets. Open space areas shall be gated with public access permitted between daylight and sunset hours.

The Complete file and copies of all documents are attached.

Attachments: Resolution No. 2006-1087
Resolution No. 2006-1088
Ordinance No. SZC-2006-0032
Special Development Permit No. SPBS-2006-0010
Tentative Subdivision Map conditions

CHT:am

cc: In House
Owner
Applicant/Engineer



County of Sacramento

Item V-6
Attachment E
Page 1 of 1

Inter-Departmental Memorandum

February 14, 2023

To: Margaret Le
CEO Management Analyst, Office of Budget and Debt Management

From: Ben Lamera
Director of Finance

Subject: **PROPOSED ANNEXATION-LAKES AT ANTELOPE TO SSWD-PROJECT NO. 2022-02**

This letter constitutes notice under Revenue and Taxation Code §99. A petition has been filed with the Sacramento Local Agency Formation Commission (LAFCo), prompting the initiation of the tax revenue redistribution process.

The Sacramento Department of Finance has evaluated project and the agencies involved with this petition. Our analysis indicates that none of the agencies involved with this petition currently receive any property tax revenue. Further, none of the agencies involved have requested the receipt of property tax revenue. Our conclusion is that no tax revenue redistribution is required since there is no property tax to distribute.

PROPOSAL DATA SHEET—ASSESSOR

Item V-5
Attachment F
Page 1 of 1

LAFCO FILE # 2022-02	DESIGNATION OF PROPOSAL: <u>Lakes at Antelope Annexation to Sacramento Suburban Water District</u>			DATE SENT: 1/30/23	DATE RECEIVED: 2/6/2023
List assessor's parcels lying within territory of this proposal (if partially within, indicated by check mark beside parcel)	List the tax code area for each assessor's parcel and address, if available:	Landowner/Landowner Group	List the assessed value for each parcel:		
			Secured:	Unsecured:	
203-0100-107-por	61024 Watt Av, Antelope, 95843	KB Home Sacramento Inc.	1,632,000		
203-0100-109-por	61024 Watt Av, Antelope, 95843	KB Home Sacramento Inc.	10		
		TOTALS	\$1,632,010		

☐

Check this box only if the total net amount of property taxes for the subject territory(ies) affected by this proposal do not exceed the limits specified in Revenue & Taxation Code §155.20(b).



RECORDING REQUESTED
WHEN RECORDED MAIL TO:

\$850.-

Item V-5
Attachment G
Page 1 of 2

FILED

0001034

COUNTY OF SACRAMENTO
DEPARTMENT OF ENVIRONMENTAL
REVIEW AND ASSESSMENT
827 SEVENTH STREET, ROOM 220
SACRAMENTO, CA 95814

CONTACT PERSON: JOYCE HORIZUMI
TELEPHONE: (916) 874-7914

SEP 22 2006

CRAIG A. KRAMER, CLERK-RECORDER
By M. King
DEPUTY

SPACE ABOVE RESERVED FOR RECORDER'S USE

NOTICE OF DETERMINATION

SUBJECT:

Filing of Notice of Determination in compliance with SECTION 21108 or 21152 of the Public Resources Code

PROJECT TITLE:

THE LAKES AT ANTELOPE GENERAL PLAN AMENDMENT, COMMUNITY PLAN AMENDMENT, REZONE, TENTATIVE SUBDIVISION MAP, SPECIAL DEVELOPMENT PERMIT AND AFFORDABLE HOUSING PLAN

CONTROL NUMBER:

03-GPB-CZB-SDP-DPP-AHS-0388

STATE CLEARINGHOUSE NUMBER (IF SUBMITTED):

2004032097

PROJECT LOCATION:

Property is located at the southeast corner of Watt Avenue and Navajo Drive, in the Antelope community

APN:

203-0100-055, 058, 061

DESCRIPTION OF PROJECT:

- 1) A **General Plan Amendment** to change the land use designation for 59.9± net acres from Open Space (Recreation) and Commercial and Office to Low Density Residential.
- 2) A **Community Plan Amendment** and corresponding **Rezone** for 59.9± net acres from "O" (57.6± acres) and BP (2.3± acres) to RD-7.
- 3) A **Tentative Subdivision Map** to divide 59.9± net acres into 304 single family lots and three open space lots.
- 4) A **Special Development Permit** to allow the project to be served by private streets and to allow a reduction in the minimum 4,000 square foot lot area required for the RD-7 zone.
- 5) An **Exception** to Title 22.110.070(d) and Title 22.110.070(e) of the County Land Development Ordinance to allow several lots to have a depth less than 95 feet and to allow the depth of certain lots to exceed three times the lot width.
- 6) An **Affordable Housing Plan** consisting of the construction of low income for sale affordable housing on-site.

NAME OF PUBLIC AGENCY APPROVING PROJECT:

Sacramento County

NAME, ADDRESS AND PHONE NUMBER OF PERSON OR AGENCY CARRYING OUT PROJECT:

Baker-Williams Engineering Group

This is to advise that the County of Sacramento (Lead Agency) has approved the above described project on September 13, 2006 and has made the following determinations concerning the above described project.

1. The project **will not** have a significant effect on the environment.
2. An **Environmental Impact Report** was certified as adequate and complete on **July 18, 2006**.
3. Mitigation measures **were** made a condition of the approval of the project.
4. A mitigation monitoring and reporting program **was** adopted.
5. A statement of Overriding Considerations **was** adopted for this project.
6. Findings **were** made pursuant to the provisions of CEQA.
7. California State Department of Fish and Game Fees (AB 3158)
 - a. The project is not de minimis and is, therefore, subject to the following fees:
 - i. \$850 for review of an Environmental Impact Report.
 - ii. \$21 for County Fish and Game program processing fees.

Joyce Horizumi
ENVIRONMENTAL COORDINATOR OF
SACRAMENTO COUNTY, STATE OF CALIFORNIA

Copy To:

County of Sacramento County Clerk, 600 8th Street, Room 101 Sacramento, CA 95814
State of California OPR, 1400 Tenth Street, Room 121 Sacramento, CA 95814

POSTED BY SACRAMENTO CO. CLERK-RECORDER
FROM: _____ TO: _____

SEP 22 2006

NOV - 2 2006



RECORDING REQUESTED
WHEN RECORDED MAIL TO:

FILED

\$850.-

Item V-5
Attachment G
Page 2 of 2

0001034

COUNTY OF SACRAMENTO
DEPARTMENT OF ENVIRONMENTAL
REVIEW AND ASSESSMENT
827 SEVENTH STREET, ROOM 220
SACRAMENTO, CA 95814

SEP 22 2006

CRAIG A. KRAMER, CLERK/RECORDER
By M. King
DEPUTY

CONTACT PERSON: JOYCE HORIZUMI
TELEPHONE: (916) 874-7914

BOVE RESERVED FOR RECORDER'S USE

N

SUBJECT:

Filing of Notice of Determination i

he Public Resources Code

PROJECT TITLE:

THE LAKES AT ANTELOPE GEI
SUBDIVISION MAP, SPECIAL D

N AMENDMENT, REZONE, TENATIVE
DUSING PLAN

CONTROL NUMBER:

03-GPB-CZB-SDP-DPP-AHS-03

REC'D # 0004519718
September 22, 2006 9:17:25 AM

STATE CLEARINGHOUSE NUMBER (IF SUBMITT
2004032097

Sacramento County Recording
Craig A Kramer, Clerk/Recorder

PROJECT LOCATION:

Property is located at the southei

ie Antelope community

APN:

203-0100-055, 058, 061

Check Number 910072
REQD BY
State Fees \$850.00
CLERKS \$21.00

DESCRIPTION OF PROJECT:

- 1) A **General Plan Amendment** to c
Commercial and Office to Low Der
- 2) A **Community Plan Amendment** :
to RD-7.
- 3) A **Tentative Subdivision Map** to c
- 4) A **Special Development Permit** to c
4,000 square foot lot area required
- 5) An **Exception** to Title 22.110.070(
lots to have a depth less than 95 ft
- 6) An **Affordable Housing Plan** consisting of the construction of low income for sale affordable housing on-site.

Total fee \$871.00
Amount Tendered... \$871.00
Change \$0.00
MAL 64/1/0

as from Open Space (Recreation) and
m "O" (57.6± acres) and BP (2.3± acres)
nd three open space lots.
and to allow a reduction in the minimum

Development Ordinance to allow several
xceed three times the lot width.

NAME OF PUBLIC AGENCY APPROVING PROJECT:
Sacramento County

NAME, ADDRESS AND PHONE NUMBER OF PERSON OR AGENCY CARRYING OUT PROJECT:
Baker-Williams Engineering Group

This is to advise that the County of Sacramento (Lead Agency) has approved the above described project on September 13, 2006 and has made the following determinations concerning the above described project.

1. The project **will not** have a significant effect on the environment.
2. An **Environmental Impact Report** was certified as adequate and complete on **July 18, 2006**.
3. Mitigation measures **were** made a condition of the approval of the project.
4. A mitigation monitoring and reporting program **was** adopted.
5. A statement of Overriding Considerations **was** adopted for this project.
6. Findings **were** made pursuant to the provisions of CEQA.
7. California State Department of Fish and Game Fees (AB 3158)
 - a. The project is not de minimis and is, therefore, subject to the following fees:
 - i. \$850 for review of an Environmental Impact Report.
 - ii. \$21 for County Fish and Game program processing fees.

Joyce Horizumi
ENVIRONMENTAL COORDINATOR OF
SACRAMENTO COUNTY, STATE OF CALIFORNIA

Copy To:

County of Sacramento County Clerk, 600 8th Street, Room 101 Sacramento, CA 95814
State of California OPR, 1400 Tenth Street, Room 121 Sacramento, CA 95814

POSTED BY SACRAMENTO CO. CLERK-RECORDER
FROM: TO:

SEP 22 2006

NOV - 2 2006



RESOLUTION NO. LAFC 2023-06

THE SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

***APPROVING THE LAKES AT ANTELOPE ANNEXATION TO SACRAMENTO
SUBURBAN WATER DISTRICT***

(APN: 203-0100-107, 109) (LAFC PROJECT #2022-02)

WHEREAS, the Sacramento Local Agency Formation Commission (the "Commission") is the entity authorized to approve a reorganization pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act ("Act"); and

WHEREAS, Baker Williams Engineering Group submitted an application to the Commission for the Annexation of the residential property in the Lakes at Antelope Subdivision, parcels, APN 203-0100-109, and a portion of 203-0100-107 (also referred to as the "affected territory") into the Sacramento Suburban Water District (SSWD) (the "Project"); and

WHEREAS, the affected territory is owned by KB Home Sacramento Inc.; and

WHEREAS, KB Home Sacramento Inc. has provided their written consent to have Baker Williams Engineering Group represent them in all matters before the Commission; and

WHEREAS, the petition is in conformance with Government Code §56650 et seq.; and

WHEREAS, the proposal was assigned LAFCo Project No. 2022-02 and is referred to as the "Lakes at Antelope Annexation to SSWD"; and

WHEREAS, the affected territory consists of approximately 2.395 acres; and

WHEREAS, the Project area is included in the Sphere of influence for SSWD since 2017; and

WHEREAS, the County of Sacramento, as lead agency prepared and certified Environmental Impact Report and related findings and Mitigation Monitoring and Reporting Program (both documents to be referred to as the "EIR"), a copy of which is filed at the LAFCo office; and

WHEREAS, LAFCo is a responsible agency under CEA; and

WHEREAS, within the scope of this environmental review, any potential environmental impacts of the project were considered and addressed; and

WHEREAS, a Plan for Services ("PFS") was prepared for the Project addressing the means for providing services and infrastructure within the Project area; and

WHEREAS, the Executive Officer has prepared an Executive Officer Report which includes findings and recommendations related to the Project; and

WHEREAS, public agencies have reviewed and commented upon the Project annexation; and

WHEREAS, the Commission has undertaken a comprehensive analysis of the annexation, including a review required under the Act and its own Policies; and

WHEREAS, the Executive Officer examined the petition, certified that it is adequate and has accepted the petition for filing on March 21, 2023; and

WHEREAS, the Executive Officer set a public hearing for May 3, 2023 for consideration of the petition and the EIR and caused Notice thereof to be posted and published at the times and in the manner required by law at least twenty-one (21) days in advance of that date; and

WHEREAS, said Notice stated that the petition and the EIR would be considered by this Commission at the hearing; and

WHEREAS, the Executive Officer, pursuant to Government Code §56665, has reviewed this petition and prepared and distributed a report, including recommendations, and has furnished a copy of this report to each person entitled to a copy at least five (5) days prior to the May 3, 2023 meeting during which the petition was considered; and

WHEREAS, on May 3, 2023, the matter came on regularly for hearing before this Commission, at the time and place specified in the Notice of the Public Hearing; and

WHEREAS, at said hearing, the petition, the EIR, and the Executive Officer's Report and Recommendations were reviewed and considered; and

WHEREAS, an opportunity was given to all interested persons, organizations, and agencies to present oral or written protests, objections, and any other information concerning the proposal and all related matters; and

WHEREAS, in accordance with the law, the Commission has conducted noticed hearings on the Project and has received, heard, discussed and considered all oral and written testimony related to the petition, including, but not limited to, protests and objections, the Executive Officer's report and recommendations, the EIR, the PFS, spheres of influence, applicable General and Specific Plans, each of the policies, priorities and functions set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, including those set forth in Government Code §§56377, 56668 and 56668.3, LAFCO's Policies, Standards and Procedures and all other materials presented as prescribed by law.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Sacramento Local Agency Formation Commission does hereby find and resolve as follows:

1. The foregoing recitals are true and correct.
2. This resolution making determinations is made pursuant to and in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §56000 *et seq.*, CEQA, California Public Resources Code §21000, *et seq.*, and all other applicable law, regulations, policies and procedures.
3. Notice as required by law has been provided and public hearings as required by law have been conducted on the Annexation.
4. KB Home Sacramento, Inc., as owners of 100% of the assessed value of the land within the subject territory, have given their written consent to the annexation.
5. There are zero registered voters in the subject territory; therefore, the subject territory is considered uninhabited per Government Code §56046.
6. The SSWD, as the subject agency, has not requested in writing or otherwise that LAFCO hold protest proceedings on this petition.
7. The Conducting Authority proceedings are hereby waived in accordance with Government Code §56663(c).
8. The subject territory is within the SSWD sphere of influence and is contiguous to the existing boundary.
9. The subject property is designated Low Density Residential in the County's General Plan and is zoned RD-7 by the 2030 Land Use Element of the County's General Plan.
10. The petition is consistent with the County's 2030 Updates to its General Plan.
11. The subject territory consists of a single tax rate area and is currently within TRA 061024.
12. The total assessed land value of the subject territory is \$1,632,010.
13. The petition will neither assist nor detract from the County's ability to meet its Regional Housing Needs Assessment allocations as determined by the Sacramento Area Council of Governments for any income groups.
14. Upon completion of the approval proceedings, the SSWD shall provide water services to the subject territory.
15. SSWD does not currently collect a share of property taxes from the subject territory nor has requested to collect a share post-annexation.
16. SSWD has planned for the provision of water services to the subject territory and has developed a fee schedule and assessments to provide funding for that service.

17. The petition meets the intent, policies, and priorities of this Commission, and the laws and policies within its jurisdiction and authority, including but not limited to the SSWD sphere of influence and the Sacramento LAFCo Policies, Standards and Procedures.
18. The Commission considered the Executive Officer's Report and all referenced findings and determinations and hereby adopts such finding and determinations included in the Executive Officer's Report and referenced attachments.
19. The Commission independently reviewed and considered and finds the Environmental Impact Report contain a complete, accurate and objective reporting of the environmental impacts associated with the annexation-and reflects the independent judgment of the Commission.
20. The EIR addressed, among other things, impacts to agricultural resources, hydrology and water quality, land use and planning, population and housing, public services, transportation and traffic, utilities and service systems, and recreation.
21. The EIR included a Mitigation Monitoring and Reporting Program (MMRP) that addressed measures necessary to mitigate the potentially significant effects that the project could have on the surrounding area, and identified the responsible parties and included the provisions to be followed.
22. This Commission finds that the EIR and the accompanying MMRP contains a complete, accurate and objective reporting of the environmental impacts associated with the annexation and reflect the independent judgement of the Commission.
23. This Commission further finds that the EIR has been completed in compliance with CEQA, the State CEQA Guidelines.
24. A full and fair public hearing was held on the environmental determination for the annexation.
25. This Commission has considered all comments received thereon in response to the public circulation of the EIR, and said EIR is hereby accepted as the environmental review for the petition.
26. The County Surveyor has agreed that the submitted legal description and maps are mathematically correct.
27. The Commission finds the Annexation promotes orderly growth and development consistent with state law and the Commission Policies, Standards and Procedures.
28. The Commission approves the City submitted Plan for Services ("PFS") and finds that PFS adequately contained all of the following information in accordance with Government Code section 56653.

29. The Commission considered all factors required by law under Government Code sections 56668 and 56668.5 to support the Annexation.
30. The annexation will not result in negative impacts to the cost and adequacy of services otherwise provided in the area and it is in the best interests of the affected area and the total organization of local government agencies.
31. The area proposed for annexation represents an orderly, logical and a justifiable extension of the SSWD boundaries.
32. The Commission approves the Annexation the affected territory into Sacramento Suburban Water District shown in Exhibits A and B, attached hereto and incorporated herein.
33. The Conducting Authority protest proceedings are hereby waived due to the finding that one hundred percent of landowners and affected local agencies consent to the Annexation.
34. The proposal is assigned the following short form designation:

Lakes at Antelope Annexation to Sacramento Suburban Water District

LAFCo Project 2022-02

35. The Lakes at Antelope Annexation to Sacramento Suburban Water District is hereby approved, subject to the following conditions:
 - a. The affected territory shall be subject to any authorized or existing taxes, fees, service charges, assessments and any bonded indebtedness of the of SSWD.
 - b. The Certificate of Completion shall be issued and recorded subsequent to the final payment of all LAFCo, State Board of Equalization and County fees, costs and charges associated with the project and necessary to complete the required filings and transmittals.
 - c. The applicant and the real party of interest, if different, shall agree to defend, indemnify, hold harmless and release the Sacramento Local Agency Formation Commission, its agents, officers, attorney and employees from any claim, action or proceeding brought against them or any of them, the purpose of which to attack, set aside, void, condition, challenge or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, related to or in connection with the approval of this application, whether or not there is concurrent passive negligence of the part of the Sacramento Local Agency Formation Commission or its agents, officers, attorney or employees.

36. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
37. The Executive Officer is hereby directed to file a Notice of Determination with the Sacramento County Clerk Recorder's Office within five working days of the adoption of this Resolution.
38. The Executive Officer is further authorized and directed to take all necessary actions to complete the Reorganization Proposal contemplated under this Resolution.
39. The effective date shall be the five (5) working days after recordation of the Certificate of Completion by the County Clerk Recorder, which shall be prepared and recorded after the conditions set forth above are met.
40. Upon and after the effective date of said annexation, the affected territory, all inhabitants within such territory, and all persons entitled to vote by reasons of residing or owning land within the territory:
- a. Shall be subject to the jurisdiction of SSWD, hereafter referred to as "the District";
 - b. Shall have the same rights and duties as if the affected territory has been a part of the District upon its original formation;
 - c. Shall be liable for the payment of any authorized or existing taxes, fees, assessments and any bonded indebtedness of the District, including amounts which shall become due on account of any outstanding or then authorized but thereafter issued obligations of the District;
 - d. Shall be subject to the collection of all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such services;
 - e. Shall be subject to all of the rules, regulations and ordinances of the District as now existing or hereafter amended.
41. The documents and materials which constitute the record of proceedings on which these findings are based are located at 1112 I Street, Suite 100, Sacramento, CA 95814

BE IT FURTHER RESOLVED that Resolution No. **LAFC 2023-06** was adopted by the **SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**, on the 3rd day of May, by the following vote, to wit:

	Motion	2nd								
Chris Little			Aye	_____	No	_____	Absent	_____	Abstain	_____
Iva Walton			Aye	_____	No	_____	Absent	_____	Abstain	_____
Gay Jones			Aye	_____	No	_____	Absent	_____	Abstain	_____
Rich Desmond			Aye	_____	No	_____	Absent	_____	Abstain	_____

Sue Frost	<u> </u>	<u> </u>	Aye <u> </u>	No <u> </u>	Absent <u> </u>	Abstain <u> </u>
Lindsey Liebig	<u> </u>	<u> </u>	Aye <u> </u>	No <u> </u>	Absent <u> </u>	Abstain <u> </u>
Sean Loloee	<u> </u>	<u> </u>	Aye <u> </u>	No <u> </u>	Absent <u> </u>	Abstain <u> </u>

Commission Vote Tally	Aye <u> </u>	No <u> </u>	Absent <u> </u>	Abstain <u> </u>
Passed	Yes <u> </u>	No <u> </u>		

By: _____
Iva Walton, Chair
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

ATTEST: _____
Lorice Harrison, Clerk of the Commission
SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

Attachments: Exhibit A – Legal Description
Exhibit B – Map of Affected Territory



RESOLUTION NO. LAFC 2023-06

THE SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

***APPROVING THE LAKES AT ANTELOPE ANNEXATION TO SACRAMENTO
SUBURBAN WATER DISTRICT***

(APN: 203-0100-107, 109) (LAFC PROJECT #2022-02)

WHEREAS, the Sacramento Local Agency Formation Commission (the "Commission") is the entity authorized to approve a reorganization pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act ("Act"); and

WHEREAS, Baker Williams Engineering Group submitted an application to the Commission for the Annexation of the residential property in the Lakes at Antelope Subdivision, parcels, APN 203-0100-109, and a portion of 203-0100-107 (also referred to as the "affected territory") into the Sacramento Suburban Water District (SSWD) (the "Project"); and

WHEREAS, the affected territory is owned by KB Home Sacramento Inc.; and

WHEREAS, KB Home Sacramento Inc. has provided their written consent to have Baker Williams Engineering Group represent them in all matters before the Commission; and

WHEREAS, the petition is in conformance with Government Code §56650 et seq.; and

WHEREAS, the proposal was assigned LAFCo Project No. 2022-02 and is referred to as the "Lakes at Antelope Annexation to SSWD"; and

WHEREAS, the affected territory consists of approximately 2.395 acres; and

WHEREAS, the Project area is included in the Sphere of influence for SSWD since 2017; and

WHEREAS, the County of Sacramento, as lead agency prepared and certified Environmental Impact Report and related findings and Mitigation Monitoring and Reporting Program (both documents to be referred to as the "EIR"), a copy of which is filed at the LAFCo office; and

WHEREAS, LAFCo is a responsible agency under CEA; and

WHEREAS, within the scope of this environmental review, any potential environmental impacts of the project were considered and addressed; and

WHEREAS, a Plan for Services ("PFS") was prepared for the Project addressing the means for providing services and infrastructure within the Project area; and

WHEREAS, the Executive Officer has prepared an Executive Officer Report which includes findings and recommendations related to the Project; and

WHEREAS, public agencies have reviewed and commented upon the Project annexation; and

WHEREAS, the Commission has undertaken a comprehensive analysis of the annexation, including a review required under the Act and its own Policies; and

WHEREAS, the Executive Officer examined the petition, certified that it is adequate and has accepted the petition for filing on March 21, 2023; and

WHEREAS, the Executive Officer set a public hearing for May 3, 2023 for consideration of the petition and the EIR and caused Notice thereof to be posted and published at the times and in the manner required by law at least twenty-one (21) days in advance of that date; and

WHEREAS, said Notice stated that the petition and the EIR would be considered by this Commission at the hearing; and

WHEREAS, the Executive Officer, pursuant to Government Code §56665, has reviewed this petition and prepared and distributed a report, including recommendations, and has furnished a copy of this report to each person entitled to a copy at least five (5) days prior to the May 3, 2023 meeting during which the petition was considered; and

WHEREAS, on May 3, 2023, the matter came on regularly for hearing before this Commission, at the time and place specified in the Notice of the Public Hearing; and

WHEREAS, at said hearing, the petition, the EIR, and the Executive Officer's Report and Recommendations were reviewed and considered; and

WHEREAS, an opportunity was given to all interested persons, organizations, and agencies to present oral or written protests, objections, and any other information concerning the proposal and all related matters; and

WHEREAS, in accordance with the law, the Commission has conducted noticed hearings on the Project and has received, heard, discussed and considered all oral and written testimony related to the petition, including, but not limited to, protests and objections, the Executive Officer's report and recommendations, the EIR, the PFS, spheres of influence, applicable General and Specific Plans, each of the policies, priorities and functions set forth in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, including those set forth in Government Code §§56377, 56668 and 56668.3, LAFCO's Policies, Standards and Procedures and all other materials presented as prescribed by law.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Sacramento Local Agency Formation Commission does hereby find and resolve as follows:

1. The foregoing recitals are true and correct.
2. This resolution making determinations is made pursuant to and in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, California Government Code §56000 *et seq.*, CEQA, California Public Resources Code §21000, *et seq.*, and all other applicable law, regulations, policies and procedures.
3. Notice as required by law has been provided and public hearings as required by law have been conducted on the Annexation.
4. KB Home Sacramento, Inc., as owners of 100% of the assessed value of the land within the subject territory, have given their written consent to the annexation.
5. There are zero registered voters in the subject territory; therefore, the subject territory is considered uninhabited per Government Code §56046.
6. The SSWD, as the subject agency, has not requested in writing or otherwise that LAFCO hold protest proceedings on this petition.
7. The Conducting Authority proceedings are hereby waived in accordance with Government Code §56663(c).
8. The subject territory is within the SSWD sphere of influence and is contiguous to the existing boundary.
9. The subject property is designated Low Density Residential in the County's General Plan and is zoned RD-7 by the 2030 Land Use Element of the County's General Plan.
10. The petition is consistent with the County's 2030 Updates to its General Plan.
11. The subject territory consists of a single tax rate area and is currently within TRA 061024.
12. The total assessed land value of the subject territory is \$1,632,010.
13. The petition will neither assist nor detract from the County's ability to meet its Regional Housing Needs Assessment allocations as determined by the Sacramento Area Council of Governments for any income groups.
14. Upon completion of the approval proceedings, the SSWD shall provide water services to the subject territory.
15. SSWD does not currently collect a share of property taxes from the subject territory nor has requested to collect a share post-annexation.
16. SSWD has planned for the provision of water services to the subject territory and has developed a fee schedule and assessments to provide funding for that service.

17. The petition meets the intent, policies, and priorities of this Commission, and the laws and policies within its jurisdiction and authority, including but not limited to the SSWD sphere of influence and the Sacramento LAFCo Policies, Standards and Procedures.
18. The Commission considered the Executive Officer's Report and all referenced findings and determinations and hereby adopts such finding and determinations included in the Executive Officer's Report and referenced attachments.
19. The Commission independently reviewed and considered and finds the Environmental Impact Report contain a complete, accurate and objective reporting of the environmental impacts associated with the annexation-and reflects the independent judgment of the Commission.
20. The EIR addressed, among other things, impacts to agricultural resources, hydrology and water quality, land use and planning, population and housing, public services, transportation and traffic, utilities and service systems, and recreation.
21. The EIR included a Mitigation Monitoring and Reporting Program (MMRP) that addressed measures necessary to mitigate the potentially significant effects that the project could have on the surrounding area, and identified the responsible parties and included the provisions to be followed.
22. This Commission finds that the EIR and the accompanying MMRP contains a complete, accurate and objective reporting of the environmental impacts associated with the annexation and reflect the independent judgement of the Commission.
23. This Commission further finds that the EIR has been completed in compliance with CEQA, the State CEQA Guidelines.
24. A full and fair public hearing was held on the environmental determination for the annexation.
25. This Commission has considered all comments received thereon in response to the public circulation of the EIR, and said EIR is hereby accepted as the environmental review for the petition.
26. The County Surveyor has agreed that the submitted legal description and maps are mathematically correct.
27. The Commission finds the Annexation promotes orderly growth and development consistent with state law and the Commission Policies, Standards and Procedures.
28. The Commission approves the City submitted Plan for Services ("PFS") and finds that PFS adequately contained all of the following information in accordance with Government Code section 56653.

29. The Commission considered all factors required by law under Government Code sections 56668 and 56668.5 to support the Annexation.
30. The annexation will not result in negative impacts to the cost and adequacy of services otherwise provided in the area and it is in the best interests of the affected area and the total organization of local government agencies.
31. The area proposed for annexation represents an orderly, logical and a justifiable extension of the SSWD boundaries.
32. The Commission approves the Annexation the affected territory into Sacramento Suburban Water District shown in Exhibits A and B, attached hereto and incorporated herein.
33. The Conducting Authority protest proceedings are hereby waived due to the finding that one hundred percent of landowners and affected local agencies consent to the Annexation.
34. The proposal is assigned the following short form designation:

Lakes at Antelope Annexation to Sacramento Suburban Water District

LAFCo Project 2022-02

35. The Lakes at Antelope Annexation to Sacramento Suburban Water District is hereby approved, subject to the following conditions:
 - a. The affected territory shall be subject to any authorized or existing taxes, fees, service charges, assessments and any bonded indebtedness of the of SSWD.
 - b. The Certificate of Completion shall be issued and recorded subsequent to the final payment of all LAFCo, State Board of Equalization and County fees, costs and charges associated with the project and necessary to complete the required filings and transmittals.
 - c. The applicant and the real party of interest, if different, shall agree to defend, indemnify, hold harmless and release the Sacramento Local Agency Formation Commission, its agents, officers, attorney and employees from any claim, action or proceeding brought against them or any of them, the purpose of which to attack, set aside, void, condition, challenge or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, related to or in connection with the approval of this application, whether or not there is concurrent passive negligence of the part of the Sacramento Local Agency Formation Commission or its agents, officers, attorney or employees.

36. All subsequent proceedings in connection with this annexation shall be conducted only in compliance with the approved boundaries and conditions set forth in the attachments and any terms and conditions specified in this resolution.
37. The Executive Officer is hereby directed to file a Notice of Determination with the Sacramento County Clerk Recorder's Office within five working days of the adoption of this Resolution.
38. The Executive Officer is further authorized and directed to take all necessary actions to complete the Reorganization Proposal contemplated under this Resolution.
39. The effective date shall be the five (5) working days after recordation of the Certificate of Completion by the County Clerk Recorder, which shall be prepared and recorded after the conditions set forth above are met.
40. Upon and after the effective date of said annexation, the affected territory, all inhabitants within such territory, and all persons entitled to vote by reasons of residing or owning land within the territory:
- Shall be subject to the jurisdiction of SSWD, hereafter referred to as "the District";
 - Shall have the same rights and duties as if the affected territory has been a part of the District upon its original formation;
 - Shall be liable for the payment of any authorized or existing taxes, fees, assessments and any bonded indebtedness of the District, including amounts which shall become due on account of any outstanding or then authorized but thereafter issued obligations of the District;
 - Shall be subject to the collection of all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such services;
 - Shall be subject to all of the rules, regulations and ordinances of the District as now existing or hereafter amended.
41. The documents and materials which constitute the record of proceedings on which these findings are based are located at 1112 I Street, Suite 100, Sacramento, CA 95814

BE IT FURTHER RESOLVED that Resolution No. **LAFC 2023-06** was adopted by the **SACRAMENTO LOCAL AGENCY FORMATION COMMISSION**, on the 3rd day of May, by the following vote, to wit:

	Motion	2nd					
Chris Little			Aye	_____	No	_____	Absent _____ Abstain _____
Iva Walton			Aye	_____	No	_____	Absent _____ Abstain _____
Gay Jones			Aye	_____	No	_____	Absent _____ Abstain _____
Rich Desmond			Aye	_____	No	_____	Absent _____ Abstain _____

Sue Frost		Aye	_____	No	_____	Absent	_____	Abstain	_____
Lindsey Liebig		Aye	_____	No	_____	Absent	_____	Abstain	_____
Sean Loloe		Aye	_____	No	_____	Absent	_____	Abstain	_____

Commission Vote Tally	Aye	_____	No	_____	Absent	_____	Abstain	_____
Passed	Yes	_____	No	_____				

By: _____

Iva Walton, Chair

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

ATTEST: _____

Lorice Harrison, Clerk of the Commission

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

Attachments: Exhibit A – Legal Description
Exhibit B – Map of Affected Territory



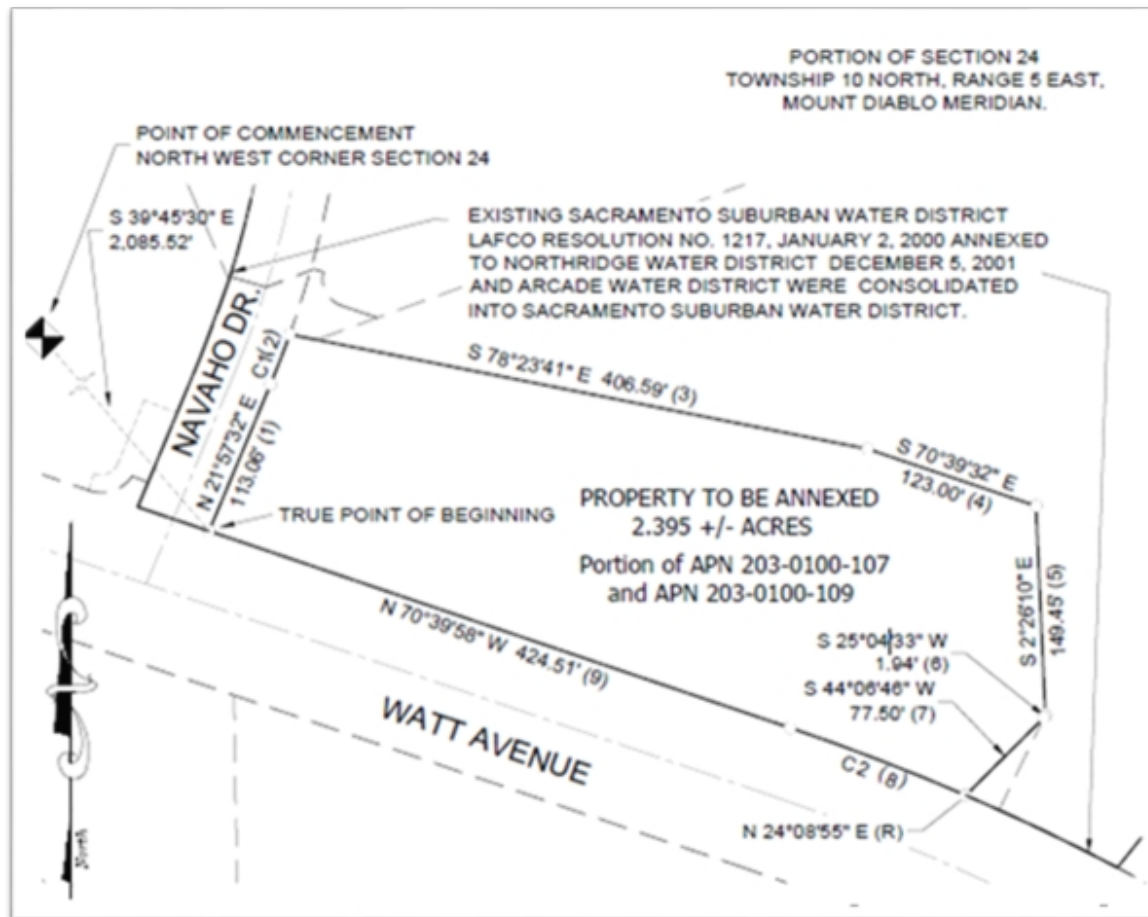
Lakes at Antelope Annexation into Sacramento Suburban Water District

2022-02

Desirae Fox, Policy Analyst

LAFCo Project Request

- ◆ An **Annexation** of approximately 2.4 acres of undeveloped residential property into Sacramento Suburban Water district.

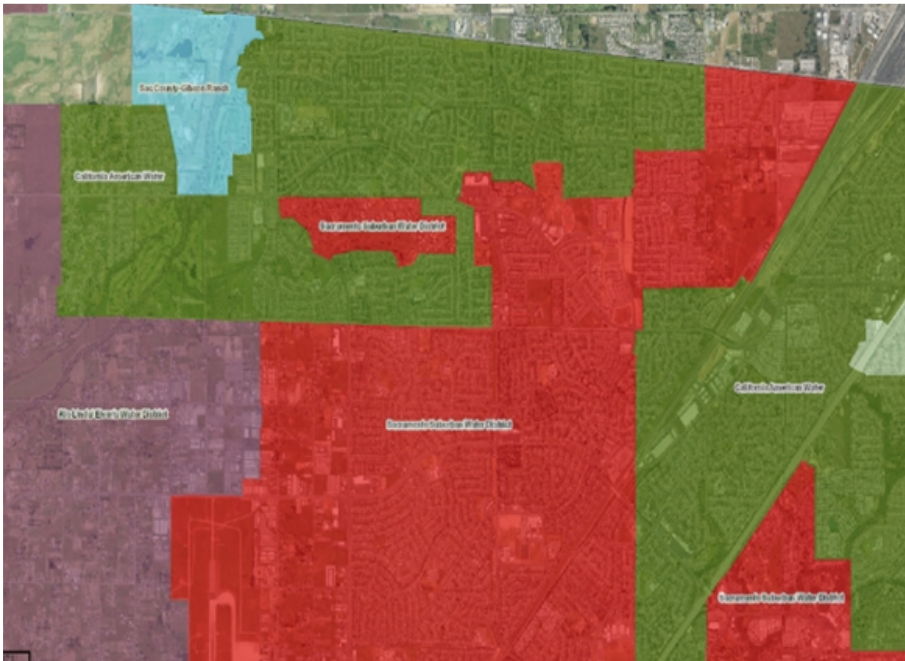


Project Background

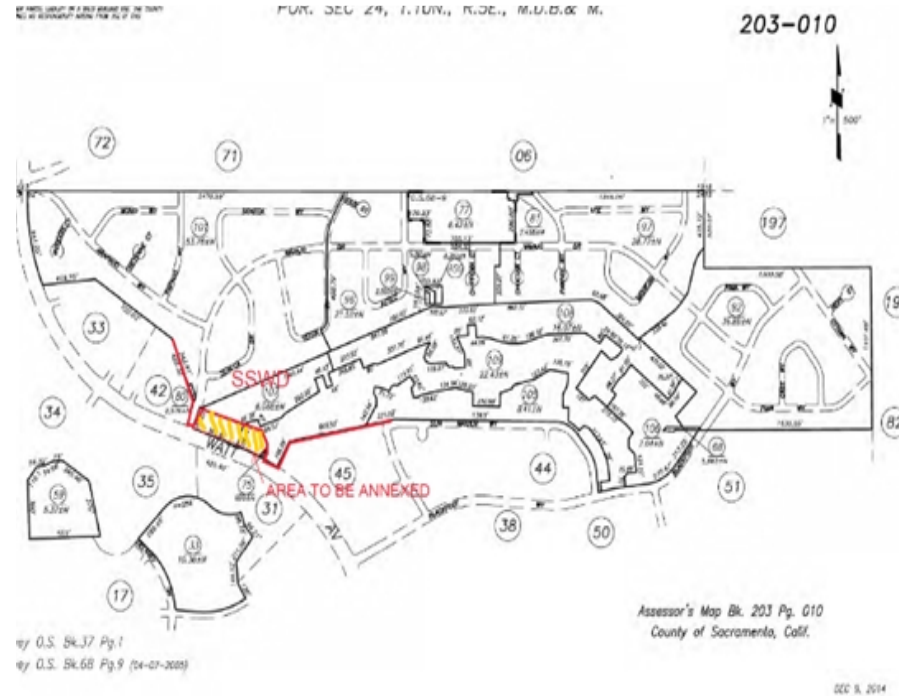
- ◆ The project site is located in the Antelope Community in the unincorporated Sacramento County.
- ◆ The community is an urban community, primarily consisting of single family lots and public facilities with the principal zoning designation being RD-5.
- ◆ A Tentative subdivision map was approved by Sacramento County Board of Supervisors to divide 59.9 acres into 304 single-family lots.
- ◆ Condition #7 of the entitlement indicates that water service was to be provided in accordance with the regulations applicable to Sacramento Suburban Water District (SSWD) regulations.

Context Maps

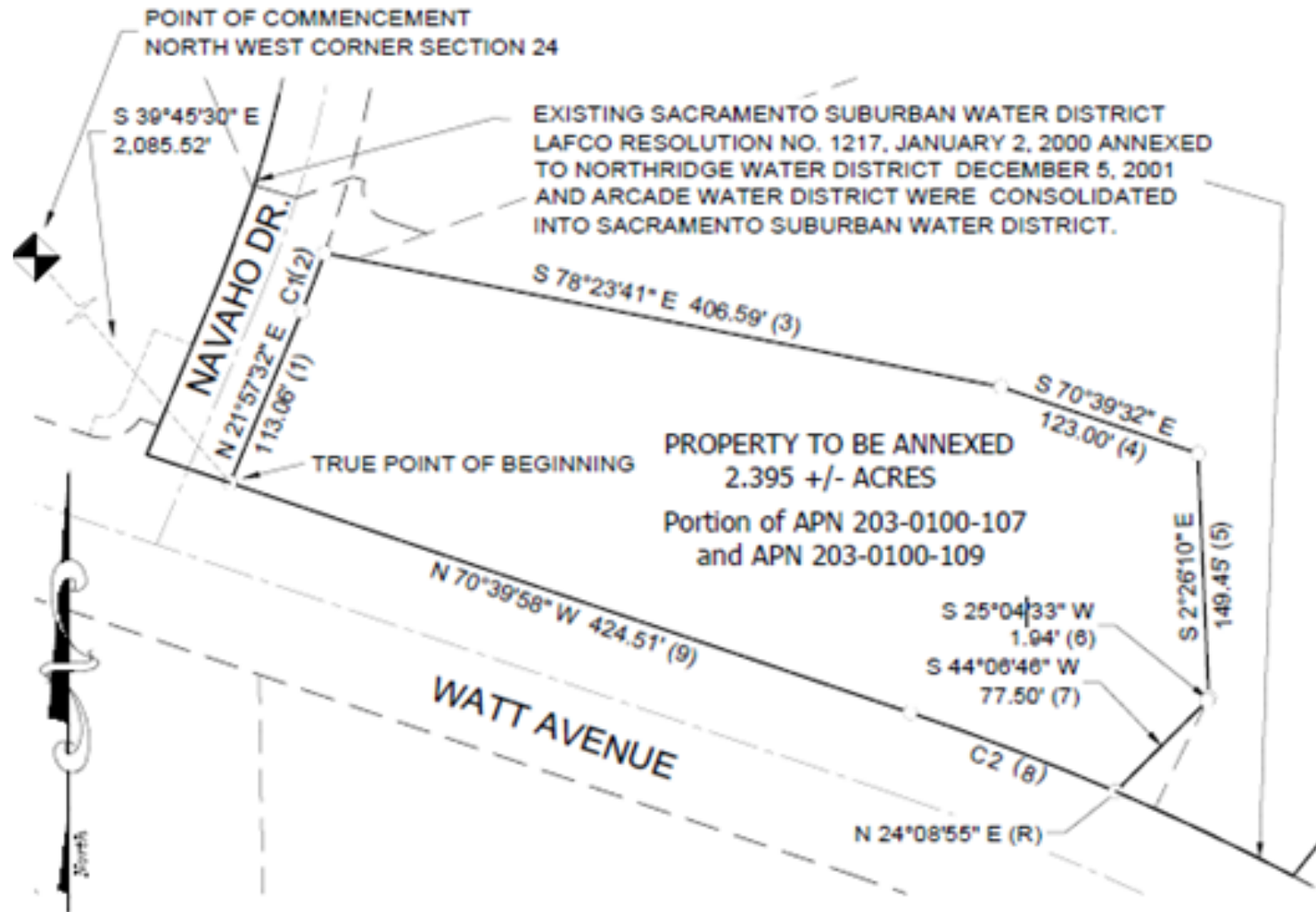
Surrounding Water Districts



Site Within The Larger District Boundaries



PORTION OF SECTION 24
TOWNSHIP 10 NORTH, RANGE 5 EAST,
MOUNT DIABLO MERIDIAN.





AGENDA OF MAY 3, 2023

REGULAR MEETING

**TO: Iva Walton, Chair, and
Members of the Sacramento Local Agency Formation Commission**

FROM: José C. Henríquez, Executive Officer

AGENDA

**ITEM VI-7: Consider the Language of a Policy Regarding the Determination of
Exemption Under Government Code 56133(e)**

RECOMMENDATION

Staff recommends that the Commission:

1. Consider a local policy specifying that this agency retains exclusive authority to determine whether a service extension is exempt under Government Code Section 56133(e); and
2. Direct staff to circulate the draft policy among the local agencies; and
3. Return this item, plus feedback, for further consideration and potential adoption.

REASON FOR RECOMMENDED ACTION

This is a continuation of the discussion the Commission had at the April 5 meeting regarding the exemption language found in Government Code 56133(e).

BACKGROUND

The Commission will recall that Government Code Section 56133 prohibits the extension of services outside of an agency's service area unless the extension is done by contract – subject to approval by LAFCO – or because of a threat to the public's health or safety. Subsection (e) to 56133 has certain exemptions to this rule.

In certain circumstances, agencies may provide services via contract outside of its service area without requesting LAFCO approval. Chief among the exemptions are contracts between two or more agencies providing similar services (with the exception of fire service contracts, those are subject to Government Code 56134) or the transfer of non-potable or non-treated water. Examples of contracted services include a city contracting with the county sheriff's office for law enforcement services or a water provider contracting with a neighbor to install interties to maintain adequate water pressure. Attachment A

contains Government Code 56133 and it is included here for the Commission's review. The April staff memo is also included here for your convenience as Attachment B.

At the April meeting, the Commission discussed the need for a policy and potential repercussions to agencies and applicants. After questioning staff, the Commission settled on the path forward:

- 1) Direct staff to draft a policy indicating LAFCo's role as arbiter of 56133(e) exemptions and return the item for the Commission to review;
- 2) After Commission review and acceptance, circulate the draft policy to all of the local agencies for their review and comment; and
- 3) At the close of the comment period, return the proposed policy with any changes made as a result of the comments received.

Staff proposes the following language, which seeks to strike a balance between outlining LAFCo authority and flexibility so that it is not overly cumbersome to the agencies and applicants. The draft policy is in your Attachment C.

Attachments

Attachment A: Government Code 56133

Attachment B: April 5, 2023 Staff Memo

Attachment C: Draft Policy on Government Code 56133

**State of California
GOVERNMENT CODE
Section 56133**

56133. (a) A city or district may provide new or extended services by contract or agreement outside its jurisdictional boundary only if it first requests and receives written approval from the commission. of the county in which the affected territory is located.

(b) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary but within its sphere of influence in anticipation of a later change of organization.

(c) The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, if both of the following requirements are met:

(1) The entity applying for approval has provided the commission with documentation of a threat to the health and safety of the public or the affected residents.

(2) The commission has notified any alternate service provider, including any water corporation as defined in Section 241 of the Public Utilities Code, that has filed a map and a statement of its service capabilities with the commission.

(d) The executive officer, within 30 days of receipt of a request for approval by a city or district to extend services outside its jurisdictional boundary, shall determine whether the request is complete and acceptable for filing or whether the request is incomplete. If a request is determined not to be complete, the executive officer shall immediately transmit that determination to the requester, specifying those parts of the request that are incomplete and the manner in which they can be made complete. When the request is deemed complete, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete, unless the commission has delegated approval of requests made pursuant to this section to the executive officer. The commission or executive officer shall approve, disapprove, or approve with conditions the extended services. If the new or extended services are disapproved or approved with conditions, the applicant may request reconsideration, citing the reasons for reconsideration.

(e) This section does not apply to any of the following:

(1) Two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider.

(2) The transfer of nonpotable or nontreated water.

(3) The provision of surplus water to agricultural lands and facilities, including, but not limited to, incidental residential structures, for projects that serve conservation purposes or that directly support agricultural industries. However, prior to extending surplus water service to any project that will support or induce development, the city or district shall first request and receive written approval from the commission in the affected county.

(4) An extended service that a city or district was providing on or before January 1, 2001.

(5) A local publicly owned electric utility, as defined by Section 9604 of the Public Utilities Code, providing electric services that do not involve the acquisition, construction, or installation of electric distribution facilities by the local publicly owned electric utility, outside of the utility's jurisdictional boundary.

(6) A fire protection contract, as defined in subdivision (a) of Section 56134.

(Amended by Stats. 2021, Ch. 31)



AGENDA OF APRIL 5, 2023

REGULAR MEETING

**TO: Iva Walton, Chair, and
Members of the Sacramento Local Agency Formation Commission**

FROM: José C. Henríquez, Executive Officer

AGENDA

ITEM VI-6: Discussion on Government Code 56133(e) exemption authorization and whether LAFCo should explore a local policy

RECOMMENDATION

Staff recommends that the Commission:

1. Receive the following information relating to the “exemption clause” in Government Code 56133;
2. Direct staff to draft a policy specifying that LAFCo retains exclusive authority to determine whether a service extension is exempt under Government Code Section 56133(e) and return item for later discussion and circulation.

REASON FOR RECOMMENDED ACTION

Determining whether service-by-contracts via an “out of agency service agreement” are exempt from LAFCo review have become a contentious issue in other parts of the state. While out of agency service agreements are not typically the norm in this county, it would be better to resolve the question before it becomes an issue. LAFCo staff contends that it is more logical to have one impartial entity making such a determination than 50+ agencies doing the same. Until State Law settles the issue, LAFCO should clarify under local policy that it alone has the authority to determine whether an out of agency service agreement is exempt from LAFCo review.

BACKGROUND

Among other things, Government Code 56133 states that local agencies may extend services outside their boundaries only under a contract that has been approved by LAFCO. The Commission may approve these “out of agency service agreements” under the following two scenarios:

- To territories within the agency's sphere of influence in anticipation of a later change of organization; or
- To territories outside of the agency's sphere of influence in order to respond to an impending threat to health or public safety.

Subsection (e) identifies several types of contracts or services that are exempt from these provisions. This means that in certain circumstances agencies may provide services via contract outside of its service area without LAFCO approval. Examples include contracts between two or more agencies providing similar services (with the exception of fire service contracts, those are subject to Government Code 56134) or the transfer of non-potable or non-treated water. Attachment A contains Government Code 56133 and it is included here for your review.

The question of who gets to decide whether a contract is truly exempt under subsection (e) – whether an agency or agencies can decide for themselves or whether there should be some determination from LAFCO or its staff – is left unresolved in the Government Code. Many commissioners and LAFCo staff, advocate that a LAFCo should be arbiter of exemption. This is because, from a public policy standpoint, it would be better to have a single, neutral body in each county adjudicating the matter in a consistent with State Law and local policies instead of thousands of agencies statewide making this decision on their own.

A Legislative Fix?

In 2019, CALAFCO's Legislative Committee attempted to insert some language in GC 56133 to make it clear that LAFCO has exclusive authority to make the determination of exemption; however, tinkering with 56133 is politically sensitive in the Legislature and many stakeholders, including some LAFCOs, balked at amending 56133. The CALAFCO Board of Directors has subsequently gone back and forth on whether to make this a legislative priority. It is unknown whether or when this section will ever be clarified legislatively.

Is This a Solution Seeking a Problem?

As indicated immediately above, while the general issue of amending 56133 is controversial, the adjudication question can be extremely sensitive in some parts of the state. The arguments on the side of letting local providers decide break down into three camps. To some, the exemption determination is best left to local agencies since they are in the best position to determine when and how services can be extended. Others argue that the authority for LAFCOs to adjudicate does not exist in law. A third argument is that LAFCo exerting the authority to decide whether an out of agency service agreement is exempt further erodes the limits on the powers of LAFCOs.

On the other hand, the ability for LAFCOs to adopt a local policy to clarify an ambiguity under the law has been established for a long time and encouraged by the courts and the Legislature. Government Code Sections 56300 and 56375(a)¹ clearly empower LAFCOs to adopt policies that assist Commissions apply State Law under local conditions, so long as the policies do not directly contradict State Law. In addition, it is not necessarily true that 56133(e) was meant to be a limitation on LAFCOs since that section does not

explicitly say this is a limit on LAFCo. In contrast, there are sections of LAFCo Law that specifically and explicitly limit LAFCos power [Section 56375(a)6, for example]. It is fair to say that the Legislature has not been shy about codifying those limitations in the past.

The attachments contain a small sample of some of the LAFCOs that have adopted local policies clarifying their role under 56133(e). Some LAFCOs that have not made such clarifications are now finding themselves in a situation where local agencies, mainly cities, opining that they can determine what qualifies under a subsection (e) exemption without LAFCO's assent.

Having said all that, given the sensitivity of the issue, it is best for Sacramento LAFCo to start a dialogue with the agencies in the county to solicit their feedback and input. While out of agency service agreements are rare in this county, there is a need to clarify the adjudication authority question because it is only a matter of time before a conflict will arise. It has happened in other parts of the state; it stands to reason that it will inevitably happen here. It is better to resolve the matter in the abstract and with nothing at stake rather than to seek a solution in the middle of a dispute. Certainly, there is plenty of experience with out of agency service agreements. Some examples include:

- Clarification of service areas between the Sacramento Suburban Water District and the Sacramento Water Agency
- Clarification of out of agency service provisions between two fire agencies in the Delta
- The use of 56133 provisions by SacSewer and Regional San

Policy Options

Staff has determined that there are two options available to explore locally:

- 1) It can retain the status quo with no local policy;
- 2) It can start the process of adopting a local policy asserting its role as arbiter and require agencies to submit their contracts for Commission review. This would entail drafting up a policy and circulating it among the cities and special districts for comment.

Staff recommends option #2, starting the adoption of a local policy asserting its role as arbiter and delegate it to staff to make the determination, with the requirements to report back to the Commission and to escalate potential exemptions to the Commission if the exemption could be precedent-setting or difficult to determine at the staff level. To initiate this process, staff should be directed to draft up a policy and return it for your review and comment prior to circulating it with the cities and special districts.

It should be noted that this policy question was discussed at the Special District Advisory Committee in November. Their recommendation was for your Commission to initiate the process, but reserved judgment on the merits of the idea pending the final language of the policy.

Included with this staff report are Los Angeles, Napa and El Dorado LAFCO's local policies on OASAs (Attachments B, C, and D respectively) that may be used as a basis for your local policy.

Attachments

- Attachment A: Government Code 56133 Not included
- Attachment B: Los Angeles LAFCO's Policy on Requesting and Out of Agency Service Extension or Exemption Not included
- Attachment C: Napa LAFCO's Policy on Outside Service Agreements Not included
- Attachment D: El Dorado LAFCO's Policy 6.8 on "Service Outside of Agency Boundaries" Not included

SERVICE OUTSIDE OF AGENCY BOUNDARIES

Background

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 includes provisions requiring cities and special districts to request and receive written approval from the Commission before providing new or extended services by agreements outside their jurisdictional boundaries, with limited exemptions, pursuant to Government Code Sections 56133 and 56134.

It is the intent of this policy to clarify that the Commission shall determine the application of 56133 or whether an exemption under 56133(e) applies.

Government Code 56133 Policy

The Commission shall consider any proposals for an out-of-agency service extension, either pursuant to Government Code Section 56133(b), if a future change of organization or reorganization is anticipated, or pursuant to Government Code Section 56133(c), if the Commission finds that there is an existing or impending threat to public health or safety of the residents of the affected territory.

If a request pursuant to Government Code Section 56133 is filed by a party other than the city or district which would provide the service, the affected city or district must provide a written endorsement indicating its willingness to provide the service if the Commission approves the request.

The Commission shall also consider any requests to be exempt from the requirement to obtain LAFCO approval of an out-of-agency service extension, pursuant to Government Code Section 56133(e).

Procedure

Requests to authorize an Outside Service Agreement shall be filed with the Executive Officer. For requests filed under 56133(c), the agency should include documentation of a threat to the health and safety of the public or the affected residents, such as a failing well or septic system. All requests will be reviewed by staff for completeness and placed on the next feasible agenda for Commission consideration per 56133(d). Emergency connections may be authorized by the Executive Officer and reviewed by the Commission at the next regularly scheduled LAFCO meeting. Requests shall identify any assurances that the Outside Service Agreement would not induce growth or result in the premature conversion of agricultural or open space lands to an urban use. Other information that may be requested include maps, a plan for service, fees and the appropriate environmental document (Notice of Determination or Notice of Exemption).

As a condition of approval, the Commission may require the completion of the annexation within a specified time frame.

Exemptions

Agencies requesting their contracts to be exempt from Commission consideration and approval per Government Code Section 56133(e) shall provide to the Executive Officer a written description of the service arrangement and any other supporting documentation of the contractual arrangement. The Executive Officer may make a determination on the exemption, or may make a recommendation to the Commission for a Commission determination on the exemption. The Executive Officer shall endeavor to review the materials as quickly as possible and make a determination or recommendation on the exemption, to be provided based upon one or more of the following:

- Except for agencies subject to Government Code §56134, contracts or agreements solely involving two or more public agencies where the public service to be provided is an alternative to, or substitute for, public services already being provided by an existing public service provider and where the level of service to be provided is consistent with the level of service contemplated by the existing service provider are exempt.
- Contracts or agreements for the transfer of non-potable or non-treated water, and for provision of surplus water to agricultural lands for projects that serve conservation purposes or that directly support agricultural industries are not subject to LAFCO review.
- Service extensions providing surplus water to any project that will support or induce development require written approval from the Commission.
- Extra-territorial services provided by agencies prior to January 1, 2001 are not subject to LAFCO review.

The Executive Officer will notify the Commission of the granted exemption at the next Commission meeting

Government Code 56134 Policy and Procedure

The Commission shall consider any proposals for an out-of-agency service extension for fire protection contracts consistent with the provisions of Government Code Section 56134.

Reconsideration

Government Code Sections 56133 and 56134 provide that requests for reconsideration may be made by the applicant. It is the policy of the Commission to also consider requests for reconsideration filed by any person or affected agency. Reconsideration shall be subject to the procedures and requirements established in Government Code Section 56895, except as provided herein.